



Terms & Conditions

Last Updated: December 17, 2019

Welcome to Kids Break Ground which is owned and operated by Kids Break Ground, Inc. (“**Kids Break Ground**”). By registering an Account for, or using Kids Break Ground, including all of the services provided therein, and any other websites and applications that link to these Terms (collectively, the **Services**), you acknowledge that you have read and understand these Terms, and agree to be bound by them.

The terms “**we**,” “**our**,” “**us**” or “**Company**” shall refer to Kids Break Ground. In these Terms, “**you**” refers to Adult Users (as defined below) of the Services and purchasers of Accounts (as defined below). An **Adult** is a person of legal age who can enter into a contract in the state in which the User resides; by registering for, or using the Services, you represent and warrant that you are an Adult, and that you will be responsible for ensuring that any child authorized by you to use and access the Services does so in accordance with these Terms. The Services are offered to you conditioned on your acceptance without modification of Terms contained herein. Your use of the Services constitutes your agreement to all such Terms.

Your access to and use of the Services are expressly conditioned on your compliance with these Terms. Certain features, services or tools of the Services may be subject to additional guidelines, terms, or rules, which will be posted with those features and are a part of these Terms.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, USING AND/OR CREATING AN ACCOUNT ON THE SERVICES, CONSUMMATING A FINANCIAL TRANSACTION VIA THE SERVICES OR COMMUNICATING WITH USERS THROUGH THE SERVICES, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

PRIVACY

Your use of the Services are subject to the Kids Break Ground Privacy Policy. Please review our [Privacy Policy](#), which also governs the Services and informs Users of our data collection practices.

USE OF OUR SERVICES

The Kids Break Ground website and mobile application educates children between the ages of 7 and 12 years old on all types of occupations. The Services provides interactive insight and fun facts about jobs within the fields of science, law and the arts.

Access to our Services are permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not, and neither will any of our partners, be liable if for any reason our Services are unavailable at any time or for any period. We may make some parts of our Services available only to Users who have registered an account with us. You may be required to register an account with us and submit certain personal data to access certain parts of our Services.

REGISTRATION, ACCOUNT AND COMMUNICATION PREFERENCES

In order to access and use certain areas or features of the Services, you will need to have an account with us ("**Account**"). **Every Account has one designated Adult User who must be at least 18 years of age.** You are responsible for maintaining the confidentiality of your password and Account information. You agree (a) that you will provide complete and accurate registration information about yourself and any individual you authorize to access your Account and keep your Account information up to date; (b) that you are solely responsible for all activities that occur under your Account; (c) that you will notify us immediately of any unauthorized Account use; (d) that we are in no way responsible for any loss that you may incur as a result of any unauthorized use of your Account and password; and (e) that you will not sell, transfer, or assign your Account or any Account rights. If we learn that an ineligible User has created an Account, we may seek confirmation of the User's status or deactivate the Account, without notice to the ineligible User. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading.

(a) *Communication Preferences*

By creating an Account, you also consent to receive electronic communications from us (e.g., via email or by posting notices to the Services). These communications may include notices about your account (e.g., password changes, updates and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

(b) *Account Access and Security*

If you use the Services, you are responsible for maintaining the confidentiality of your account and password for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account. We reserve the right to refuse or cancel service, terminate accounts, or remove or edit content from the Services if in our opinion, you have failed to comply with any of the provisions of these Terms.

ACCESS TO THE SERVICES

We shall use commercially reasonable efforts to ensure the availability of the Services, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond our reasonable control, including without limitation, (i) a force majeure event; (ii) Internet service provider, webhosting, cloud computing platform, or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of your computer systems or networks; or (iv) any breach by of these Terms by you.

PROHIBITED USES

Use of the Services are limited to the permitted uses expressly authorized by us. The Services shall not be used in any way that:

- (1) Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights)
- (2) is unlawful, fraudulent, or deceptive;
- (3) uses technology or other means to access unauthorized content or non-public spaces;
- (4) uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
- (5) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (6) attempts to damage, disable, overburden, or impair our servers or networks;
- (7) attempts to gain unauthorized access to a Kids Break Ground computer network;
- (8) attempts to gain unauthorized access to Kids Break Ground' user accounts;
- (9) uses false or inaccurate Kids Break Ground' user accounts;
- (10) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- (11) violates these Terms in any manner; or
- (12) fails to comply with applicable third-party terms and conditions or other third-party policies.

OWNERSHIP

As between us and you, the Services (including past, present, and future versions) are owned and controlled by us and their Content is protected by U.S. copyright, trademark, trade dress, patent, and other intellectual property rights and laws to the fullest extent possible. "**Content**" means all text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, and computer code displayed on or available through the Services and the design, structure, selection, coordination, expression, and arrangement of such materials including, without limitation, (i) materials and other items relating to us and our products and services, including, without limitation, all activities, characters, photographs, audio clips, sounds, pictures, videos, and animation; (ii) trademarks, logos, trade names, service marks, and trade identities of various parties, including ours (collectively, Trademarks); and (iii) other forms of intellectual property.

LICENSE

Subject to your strict compliance with these Terms we grant you a limited, nonexclusive, revocable, non-assignable and nontransferable license (**License**) to access, display, view, use, play, and/or print one copy of the Content on a personal computer, mobile phone or other wireless device, or other internet-enabled device for your personal, noncommercial use only. The License does not give you any ownership of, or any other intellectual property interest in, any Content or the Services, and you cannot otherwise use the Content or the Services without our express prior written permission. All rights not expressly granted to you are reserved by us and/or our licensors and other third parties. Except as expressly provided in these Terms or with Company's express prior written consent, no part of the Services and no Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, broadcast, sold, licensed or otherwise exploited for any purpose whatsoever. Any unauthorized use of any Content or the Services for any purpose is prohibited. All content included as part of the Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Services, is the property of Kids Break Ground or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Kids Break Ground, or the Services or the services provided through the Services (collectively, "**Feedback**"). Feedback is non-confidential and shall become the sole property of Kids Break Ground. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

USER CONTENT

You may generate content, written or otherwise, while using the Services ("**User Content**"). You acknowledge and agree that your User Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by Kids Break Ground (for example, in product marketing campaigns). You thereby grant Kids Break Ground and its successors a worldwide, irrevocable, transferrable, sub-licensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from your User Content. You further acknowledge and agrees that you and you alone, are responsible for the development your User Content. You grant all rights described in this paragraph in consideration of your use of the Services, without compensation of any sort to you. We do not claim ownership of User Content.

We will not access, view, display or listen to any User Content, except as set forth in the Terms and as reasonably necessary to perform the Services, including to monitor your conduct and misuse. Actions reasonably necessary to perform the Services may include (but are not limited to) (a) advertising, marketing or otherwise promoting the Services; (b) responding to support

requests and facilitating communication among Users; (c) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (d) enforcing these Terms. We reserve the right to review, remove, block, or modify any content on the Services, including User Content, without notice or further obligation to you.

The uploaded User Content must be original material that has been created by the User. By uploading content to the Services, you represent and warrant that: (i) you exclusively own all right, title, and interest in and to the uploaded User Content; (ii) the uploaded User Content does not infringe upon the Intellectual Property Rights of any third party; and (iii) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the uploaded User Content.

LIMITATIONS OF LIABILITY

By using the Services, you agree that Kids Break Ground and each of their respective parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "**Released Parties**") will not be responsible for any incorrect or inaccurate information, whether caused by you or by any of the equipment or programming associated with or utilized to access the Services; technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software or technical or human error.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KIDS BREAK GROUND OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES PROVIDED BY KIDS BREAK GROUND OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). TO THE FULLEST EXTENT PERMITTED BY SERVICESLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF KIDS BREAK GROUND ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICES EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES PROVIDED BY KIDS BREAK GROUND OR ONE HUNDRED DOLLARS (\$100.00).

INDEMINIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS KIDS BREAK GROUND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTIES, FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) RELATING TO OR ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE

SERVICES, YOUR VIOLATION OF THESE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

HARM FROM COMMERCIAL USE

You agree that the consequences of commercial use or re-publication of content or information from the Services may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that we will be entitled to temporary and permanent injunctive relief to prohibit such use.

NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY KIDS BREAK GROUND, THE SERVICES AND THE INFORMATION CONTAINED ON THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. KIDS BREAK GROUND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND INFORMATION CONTAINED THEREIN. KIDS BREAK GROUND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Services are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor of the Services, or by anyone who may be informed of any of its contents.

TERMINATION OR MODIFICATION OF SERVICE

We reserve the right to refuse registration, to suspend, block, prevent access to, cancel, or otherwise terminate your right to use the Services at any time, with or without cause, in our sole discretion and without prior notice to you. We may refuse to accept or may cancel any registration, whether or not the registration has been confirmed, for any or no reason, and without liability to you or anyone else. We also reserve the right to limit or prohibit all activity, including Accounts

that, in our sole judgment, appear to be malicious or unlawful. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Services are inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Services, except as required by law. No specified update or refresh date applied in the Services, should be taken to indicate that all information in the Services has been modified or updated.

KIDS BREAK GROUND DOES NOT REPRESENT, WARRANT OR OTHERWISE ENDORSE THAT THE SERVICES OR ANY CONTENT OR INFORMATION THAT IS AVAILABLE, ADVERTISED OR SOLD THROUGH THE SERVICES ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

ELECTRONIC COMMUNICATIONS

Using the Services or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communications be in writing.

ARBITRATION

BY AGREEING TO THE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST KIDS BREAK GROUND ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION SECTION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST KIDS BREAK GROUND, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST KIDS BREAK GROUND BY SOMEONE ELSE.

You and Kids Break Ground agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Kids Break Ground, and not in a court of law.

The arbitration shall be administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this Arbitration Agreement. The parties agree that the arbitrator ("**Arbitrator**"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, ("**FAA**"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

The Arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY. This Arbitration Agreement shall survive the termination of these Terms.

CLASS ACTION WAIVER

Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

JURISDICTION AND APPLICABLE LAW

If for any reason, a dispute proceeds in court, you irrevocably consent to the exclusive jurisdiction of the state and/or federal courts in the State of Delaware for purposes of any legal action arising out of or related to the use of the Services or these Terms. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware, United States of America, without regard to Delaware conflict of laws rules. Use of the Services are unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

INFRINGEMENT POLICY AND REPORTING

In accordance with the Digital Millennium Copyright Act of 1998 (the **DMCA**), our designated agent to receive notices of copyright infringement is our General Counsel, who may be reached by email build@kidsbreakground.com. If you believe that your material has been posted on, or distributed via, the Services in a way that constitutes copyright infringement, please provide the following information as required by the DMCA: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (the “complaining party”); (ii) identification of the copyright work(s) claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party; (v) a statement that the complaining party (name, address, telephone number, and email address) has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The DMCA provides that a person who knowingly materially misrepresents that material or an activity is infringing may be subject to liability. We may send the information in the notice from the complaining party to the person who provided the allegedly infringing material.

ENTIRE AGREEMENT

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and us with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us.

CHANGES TO TERMS

We reserve the right to modify these Terms, or any Additional Terms, from time to time in our sole discretion (**Updated Terms**). You agree that any Updated Terms will be effective immediately upon our posting them on the Services and, if you have an Account, either by displaying an alert next to the link to the Terms, displaying an alert upon log in to the Services, or by directly communicating them to you (e.g., via the email address associated with your Account), provided that (i) any modification to the Arbitration section shall not apply to any dispute initiated prior to the applicable modification, and (ii) any modification to provisions related to fees and billing shall not apply to fees incurred prior to the applicable modification. If you continue to use the Services after receiving notice of Updated Terms, you agree to comply with, and to be bound by, the Updated Terms.

RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors and nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other. Each Party has sole responsibility for its activities and its personnel, and shall have no authority and shall not represent to any third party that it has the authority to bind or otherwise obligate the other Party in any manner.

SEVERABILITY

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

FORCE MAJEURE

We shall be excused from performance under these Terms, to the extent we are prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Kids Break Ground.

MISCELLANEOUS

These Terms constitute the entire agreement between you and us relating to your access to and use of the Services. The Services are controlled and operated from within the United States. Without limiting anything else, we make no representation that the Services, information or other materials available on, in, or through the Services are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Services from other locations do so on their own volition and are responsible for compliance with applicable laws. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. The waiver or failure of Kids Break Ground to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

CONTACT US

We welcome your questions or comments regarding these Terms:

Kids Break Ground, Inc.

By E-mail:

build@kidsbreakground.com