

## **TERMS AND CONDITIONS OF USE**

**Effective November 29, 2024**

This Site belongs to Hear Me Read LLC doing business as Storytime Owls (“STORYTIME OWLS”). By accessing STORYTIME OWLS, the Storytime Owls mobile application, a subdomain or any such website, any mobile application for such website or any other website operated by us on which these Terms and Conditions are posted via a link or otherwise (each referred to herein as a “Site”), you acknowledge and agree that you are subject to the following terms and conditions, as well as our Privacy Policy, which also governs your use of the Site, and is incorporated by reference (These Terms and Conditions along with the Privacy Policy shall be referred to as the “Terms”). This site is maintained as a service to our customers. Please review these terms and conditions carefully.

By accessing the Site and/or agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must cease accessing or use of the Site or any other Services immediately.

We reserve the right, at our sole discretion, to change these Terms, in whole or in part, at any time. Any such changes will become effective when posted, unless a different date is indicated by us. Your continued use of the Site after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

### **1. Use of Site.**

Storytime Owls (STO) is a children’s book-sharing application that allows parents to invite family and friends into their family tree of guest readers to record personalized narrations and child/reader photographs into storybooks to create a bookshelf of reading joy for each child in the family.

What better way to let children enjoy their favorite Story Time Owl stories over and over again than by having all of the voices of their loved ones ready to read to them?

STO connects the hearts of loved ones through the fun and adventure in children’s books and creates family bonds through their voices and pictures even if a child and family members are separated by distance.

STO will sell licenses to children’s books. The application gives parents the ability to invite guest readers to be able to narrate any of the licensed books for each of the children in the family. Those books are stored for the children in a digital bookshelf that they can play over and over again and choose a different reader’s voice to narrate it to them. In the event a user cancels their STO subscription, any recordings under that user’s profile will be deleted within ninety (90) days of subscription cancellation.

The narrations are available through tokens. Some tokens are provided with the download of the application. Additional tokens are available through subscription options. Site has sole discretion over user tokens and recording expirations and shall not be liable to user in any event for the removal of tokens or recordings without notice.

Monthly or Annual subscriptions are available. Monthly subscriptions consist of a subscription period of thirty (30) days, and the user consents to an auto-renewal of each month. Users may cancel auto-renewal at any time. The user subscription remains active until the next billing date.

Cancellation of an active subscription is managed in your device's subscription manager. Any subscription purchased from the Android Play Store must be managed in your Android account and a subscription purchased from the iOS App Store must be managed in your iOS account. Cross-management of active subscriptions between Android and iOS is not supported. Change of account types between Android and iOS does not impact users who have not subscribed or have expired subscriptions.

In the event of a failed attempt to charge to your payment method (e.g. if your payment method has expired), we reserve the right to retry billing your payment method. If payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your subscription. You will remain responsible for any amounts you fail to pay in connection with your subscription, including collection costs, bank overdraft fees, collection agency fees, reasonable attorney's fees, and arbitration fees.

For monthly subscriptions, Users are permitted to notify the Site of its desire to terminate the subscription plan and be refunded its previous monthly subscription charge within three (3) calendar days following an automatic monthly subscription renewal charge.

For annual subscriptions, Users are permitted to notify the Site of its desire to terminate the subscription plan and be refunded its previous annual subscription charge within seven (7) calendar days following an automatic annual subscription renewal charge.

## **2. Limited License to Use the Site**

Users are granted a limited, revocable non-exclusive license to access the Site and the content and services provided on the Site, all in accordance with the Terms. Any use of the Site that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited. Users are not permitted to use any intellectual property displayed on the Site, mobile application or book content displayed on the Site or app owned and/or provided by a third party, whether property of STO or not, for any personal, third-party, or inappropriate use.

## **3. Unauthorized Uses of the Site**

The license to use the Site only extends to the uses expressly described herein. The license to use the Site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

Unauthorized uses of the Site also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us:

- Any commercial use of the Site or any content on the Site, other than by members in good standing, or by members under a valid license to software offered on the Site
- Any use of the Site or the tools and services on the Site for the purpose of booking a contract or soliciting a service provider other than for those listed on the Site;
- Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
- Reproduce any portion of the Site on your website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Deep-link to any portion of the Site without our express written permission;
- Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site;
- Reverse engineer any part of the Site;
- Sell, offer for sale, transfer or license any portion of the Site in any form to any third parties;
- Use the Site and its inquiry or booking functionality other than to advertise and/or research service contracts or service providers, to make legitimate inquiries to our members or any other use expressly authorized on the Site;
- Use the Site to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;

- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
- Violate, plagiarize, or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
- Use or access the Site in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of the Site or any other system used by us or the Site.

If you are aware of, or experience, any content, activity or communication through or in connection with the Site that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us by contacting us as set forth under “Contact Us,” below.

#### **4. Your E-mail Address and Data; Our Privacy Policy; Data Transmittal.**

When you provide your e-mail address, name or other information to us in connection with your use or access to the Site, any service or tool provided on the Site or otherwise, you agree to allow the Site and its affiliated websites to add your e-mail address, name or other information provided to our database of users. You may receive one or more promotional e-mails from either the Site or a website of one of STORYTIME OWLS’ affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates’ websites at any time. Please review our Privacy Policy for more information regarding our email and other data collection practices and safeguards, and how to opt not to receive such emails. Your use of the Site signifies your acknowledgment of, and agreement with, our Privacy Policy. We adhere to strong principles of privacy. You agree that we may access and use your user-contributed content in accordance with these Terms or our Privacy Policy and we agree that we will only disclose your user-contributed content in accordance with these Terms and our Privacy Policy.

#### **5. Identity Verification**

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity.

You agree to (i) keep your password and online ID for both your account with us and your email account secure and strictly confidential, providing it only to authorized users of your accounts, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password for either your account with us or your email account may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. Further, if we suspect any unauthorized access to your account, upon our request, you agree

to promptly change your ID and password and take any other related action as we may reasonably request.

We discourage you from giving anyone access to your online ID and password for your account with us and your email account. However, if you do give someone your online ID and online password, or if you fail to adequately safeguard such information, you are responsible for any and all transactions that the person performs while using your account with us and/or your email account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH USER ACKNOWLEDGES AND AGREES THAT: (1) NEITHER STORYTIME OWLS NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ID OR PASSWORD; AND (2) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD FOR YOUR STORYTIME OWLS ACCOUNT OR YOUR EMAIL ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH STORYTIME OWLS AND OTHER USERS.

Further, we may, without notice to you, suspend or cancel your account at any time even without receiving notice from you if we suspect, in our sole discretion, that your account with us or your email account is being used in an unauthorized or fraudulent manner.

#### **6. Limitations on Communications and Use of Other Users' Information; No Spam.**

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (i) Site-related communications that are not unsolicited commercial messages, (ii) using services offered through the Site, and (iii) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or booking a service or charging a personal credit card). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms.

## **7. Responsibility for User-contributed Content.**

We have no duty to pre-screen content posted on the Site by members or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user or any other content provided by a user to the Site (collectively, “user-contributed content”). We are not responsible for user-contributed content. “User-contributed content” also includes information that a user or any other person provided to a third-party website or mobile application that is then provided to our Site by a tool we offer or any other exchange of user-contributed content we have authorized.

We reserve the right to decline to permit the posting on the Site of or to remove from the Site any user-contributed content that fails to meet our Content Guidelines, which are incorporated by reference into these Terms, any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, have been apparently breached in respect of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a member’s content or user-contributed content in a non-substantive manner solely to cause the content to comply with our Content Guidelines. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, user-contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal; or
- not be false or misleading.

All user-contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third-party website. Users are solely responsible for their user-contributed content, and we specifically disclaim all liability for user-contributed content. The user represents and warrants that the user owns or otherwise controls and has all necessary legal rights to the user’s submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user-contributed content.

We reserve the right to request a proof of ownership or permission, and to refuse to post user generated content without such proof or if such proof is, in our sole discretion, insufficient.

By submitting or authorizing user-contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user-contributed content, in connection with our business or the business of our affiliates.

You further grant us and our affiliates the ability to register copyright in and protect the user-contributed content from the unauthorized use of the user-contributed content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material on behalf of and in your name. You further agree to appear and assist us—at our expense and control—with protecting such copyrighted material from unauthorized redistribution.

In the event that you retain any rights of attribution, integrity or any other moral rights in any user-contributed content, you hereby waive your right to assert these or to require that any personally identifying information be used in connection with the user-contributed content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the user-contributed content by us or our affiliates.

## **8. Notification of Infringement; DMCA Policy.**

We respect the intellectual property rights of others, and STORYTIME OWLS does not permit, condone or tolerate the posting of any content on the Site that infringes any person's copyright. STORYTIME OWLS will terminate, in appropriate circumstances, a member or traveler who is the source of repeat infringement of copyright.

## **9. Unsolicited Ideas and Feedback.**

From time to time, users submit to us ideas or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, materials, marketing plans or new product names. We are under no obligation to review or consider them. If you choose to submit any ideas, original creative artwork, suggestions or other works (“submissions”) in any form to us, then regardless of what you say, write or provide to us in connection with your submissions, the following terms shall apply. The sole purpose of this policy is to avoid potential misunderstandings or disputes in the event that any part of our business, such as our products, websites, technologies or marketing strategies, seems similar to any of your submissions. If you provide any submissions to us, you agree that: (i) your submission and its contents will automatically become the property of STORYTIME OWLS, without any compensation to you; (ii) STORYTIME OWLS may use or redistribute any such submission and its contents for any

purpose and in any way; (iii) there is no obligation for STORYTIME OWLS to review any submission; and (iv) there is no obligation to keep any submission confidential.

We welcome your feedback regarding many areas of our business. Please provide only specific feedback on our Site and services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

#### **10. Limitation of Liability**

**IN NO EVENT WILL STORYTIME OWLS, OR ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE “STORYTIME OWLS”), OR ANY THIRD-PARTY PROVIDER OF A SERVICE OR TOOL OFFERED ON ANY SITE OF A MEMBER OF THE STORYTIME OWLS GROUP (EACH A “THIRD-PARTY PROVIDER”), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR SITE, (B) THESE TERMS, (C) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY, (D) USE OF THE SITE, TOOLS OR SERVICES WE PROVIDE, OR ANY THIRD PARTY PROVIDER PROVIDES, RELATED TO THE BUSINESS WE OPERATE ON THE SITE, BY YOU OR ANY THIRD PARTY (E) ANY USER-CONTRIBUTED CONTENT, (F) INTERACTION BETWEEN OUR SITE AND ANY THIRD PARTY SITE, INCLUDING WITHOUT LIMITATION A SOCIAL MEDIA SITE, FACILITATED BY A TOOL OR SERVICE ON OUR SITE AND/OR (G) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION, INCLUDING WITHOUT LIMITATION, ANY PAYMENT TRANSACTION (EVEN IF WE OR ANY THIRD PARTY PROVIDER RECEIVES A FEE IN CONNECTION THEREWITH) BETWEEN USERS, IN EACH CASE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.**

**IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THE TERMS, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US, ANY THIRD PARTY PROVIDER OR ANY USER OF THE SITE WITH RESPECT TO THESE TERMS OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE STORYTIME OWLS GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION**



WITH THE SITE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (B) \$100.00 IN THE AGGREGATE FOR ALL CLAIMS.

**11. Disclaimers.**

THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF ANY SUCH BREACHES. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS OR USER-CONTRIBUTED CONTENT MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR USER-CONTRIBUTED CONTENT TO US AND BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US OTHER THAN PURSUANT TO THESE TERMS.

YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HOLD OR SEEK TO HOLD US OR ANY THIRD-PARTY PROVIDER RESPONSIBLE FOR THE CONTENT PROVIDED BY ANY USER, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATION THEREOF, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT A PARTY TO ANY CONTRACT TRANSACTION OR OTHER TRANSACTION BETWEEN USERS OF THE SITE.

**12. Release; Indemnification.**

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION OR USER-CONTRIBUTED CONTENT) OR ANY THIRD PARTY PROVIDER OR ANY THIRD PARTY WEBSITE THAT MAY BE LINKED TO OR FROM OR OTHERWISE INTERACT WITH THE SITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE, YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE EACH MEMBER OF THE STORYTIME OWLS GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL 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."

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD EACH MEMBER OF THE STORYTIME OWLS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE OR OTHERWISE RELATING TO THE BUSINESS WE CONDUCT ON THE SITE (INCLUDING, WITHOUT LIMITATION, ANY POTENTIAL OR ACTUAL COMMUNICATION, TRANSACTION OR DISPUTE BETWEEN YOU AND ANY OTHER USER OR THIRD PARTY), ANY CONTENT POSTED BY YOU OR ON YOUR BEHALF OR POSTED BY OTHER USERS OF YOUR ACCOUNT TO THE SITE, ANY USE OF ANY TOOL OR SERVICE PROVIDED BY A THIRD-PARTY PROVIDER, ANY USE OF A TOOL OR SERVICE OFFERED BY US THAT INTERACTS WITH A THIRD-PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY SOCIAL MEDIA SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

**WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.**

Additionally, you agree to defend and indemnify STORYTIME OWLS, its affiliated companies, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced herein;
- your violation of any law or the rights of a third party; or
- your use of this Site.

### **13. Disputes; Arbitration.**

STORYTIME OWLS' right to amend these Terms, in whole or in part, at any time as set forth below in Section 22 does not apply to this "Disputes; Arbitration" section. The version of this "Disputes; Arbitration" section in effect on the date you last accepted the Terms controls.

STORYTIME OWLS is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our Privacy Policy (/legal/privacy-policy) ("Claims") by contacting STORYTIME OWLS Customer Support. If we are not able to resolve your Claims within 30 days, you may seek relief through arbitration, as set forth below.

**Any and all Claims will be resolved by binding arbitration, rather than in court**, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, users or any companies offering products or services through us (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms as a court would.**

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Arbitration Consumer Rules (together, the “AAA Rules”). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state of Kansas.

By agreeing to arbitration under the AAA Rules, the parties agree, among other things, that the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive power to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

Prior to beginning an arbitration proceeding, you must send a letter describing your Claims to STORYTIME OWLS by mailing it to STORYTIME **OWLS** agent for service: **Fleeson, Gooing, Coulson & Kitch L.L.C., Attn: John Sill, 301 N. Main, Wichita, KS 67202**. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration with the AAA and providing a copy to the other party as specified in the AAA Rules. The AAA's rules and filing instructions are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

**Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a Claim proceeds in court rather than in arbitration **we each waive any right to a jury trial**. The Federal Arbitration Act and federal arbitration law apply to these Terms. An arbitration decision may be confirmed by any court within the state of Kansas.

#### 14. General.

To Contact Us for any reason, users can visit <https://storytimeowls.com> or email [admin@storytimeowls.com](mailto:admin@storytimeowls.com).

These Terms are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), AAA Rules, federal arbitration law, and for U.S. residents, the laws of the state in which you reside (as determined by the billing address you have provided us), without regard to conflict of laws principles. 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.

Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site. Except as explicitly stated otherwise, any notices to us shall be given by postal mail to:

Fleeson, Gooing, Coulson, Kitch L.L.C.  
Attn: John Sill  
301N. Main  
Wichita, KS 67202

When we need to send you notice, it will be sent to the email address you provide to the Site during the registration or booking or inquiry process or as later updated in your account (if applicable). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical address provided to us during the registration process or as later updated in your account (if applicable). Notice shall be deemed given three days after the date of mailing to a physical address and one day after mailing to an electronic address.

We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database or content. We may also impose limits on certain features or services or restrict your access to parts or the entire Site without notice or liability. This version of the Terms became effective on the date set forth above and this version amends the version effective before such date. We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms and will be effective immediately. When members renew subscriptions, the terms in effect at the time of renewal will govern, provided that such terms may change as described above.

We also reserve the right, in our sole discretion and from time to time, to offer programs, products or services with unique terms and conditions that are separate from and may supersede or supplement in certain respects these Terms. In such cases, your use of the Site with respect to such special program is governed by these Terms together with the terms and conditions of such program, product or service. We reserve the right, but assume no obligation, to agree to different or conflicting terms and conditions with respect to any user. Any such terms and conditions will not be enforceable unless specifically agreed to by us.

We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer. We may immediately terminate any user's access to or use of the Site due to such user's breach of these Terms or any other unauthorized use of the Site. However, we do not guarantee that we will take action against all breaches of these Terms. Our failure to take immediate action with respect to a breach by you or others does not waive our right to act with respect to such breach or any other breach.

These Terms constitute the entire agreement between us and you with respect to the matters set forth herein, and supersede any prior agreement between us and you with respect to your use of the Site. Headings in these Terms are for reference only and do not limit the scope or

extent of such section. In the event of any conflict between these Terms and any other terms and conditions applicable to a product, tool or service offered on our Site, the Terms herein shall prevail. If any portion of these Terms is found to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of these Terms shall remain in full force and effect. Further, any provision of these Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

We may assign these Terms in our sole discretion. Users must obtain our prior written consent to assign these Terms, which may be granted or withheld by us in our sole discretion.

#### **15. Use of Our Trademarks or Logos.**

You may not use our trademarks or logos in connection without specific prior written authorization. It is usually permissible for you to refer to STORYTIME OWLS or the name of one of our affiliate websites to refer others to our Site. However, you may not refer to STORYTIME OWLS or any of our affiliates in any way that might lead someone to believe that you, your company, or site is sponsored by, affiliated with, or endorsed by STORYTIME OWLS or one of our affiliates. You may not use the STORYTIME OWLS name or one of our affiliates' names on any other website that lists contract opportunities without our prior written authorization.

The STORYTIME OWLS name and logo and those of STORYTIME OWLS and our affiliates are property of the Company. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you want permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, t-shirt, etc., or if you have other questions, you may visit <https://storytimeowls.com> or email [admin@storytimeowls.com](mailto:admin@storytimeowls.com)

#### **16. Hypertext Links.**

We reserve the right to refuse hypertext links to, or addresses of, other web sites from members' pages, and to remove links or web addresses without notice at our sole discretion. Further, we reserve the right to charge for hypertext links at any time.