

# TERMS OF SERVICE

## Overview

The Terms of Service outlines our relationship with you and sets out certain requirements for use of our service.

By using Pink Cat Studio Inc. (referred to in this policy as “Pink Cat Studio”, “PCS”, “us”, “we”, or “our”) services on [pinkcatstudio.com](https://pinkcatstudio.com) and [pinkcatgames.com](https://pinkcatgames.com) you indicate that you accept these terms (referred to in this policy as the “terms”, “Terms of Service” or “Agreement” ). We reserve the right, at our discretion, to change these terms at any time. Please check these terms periodically for changes.

Using [pinkcatstudio.com](https://pinkcatstudio.com) and [pinkcatgames.com](https://pinkcatgames.com) (“the Websites”) following the posting of changes to these terms indicates that you accept them as changed. The Websites are owned and operated by Pink Cat Studio Inc.

## Use of Our Services and its Content

The contents (referred to as “Content”) of [pinkcatstudio.com](https://pinkcatstudio.com) and [pinkcatgames.com](https://pinkcatgames.com), including the text, graphics, images, information, and other materials contained on [pinkcatstudio.com](https://pinkcatstudio.com) and [pinkcatgames.com](https://pinkcatgames.com) are for general informational purposes only. Such Content is provided on a blind-basis, without any knowledge as to your identity, jurisdiction, medical condition or specific circumstances. We may alter, suspend, or discontinue [pinkcatstudio.com](https://pinkcatstudio.com) or [pinkcatgames.com](https://pinkcatgames.com), or any content in it, at any time for any reason, without notice or cost. The Websites may become unavailable due to maintenance or malfunction of computer equipment or other reasons. We may also elect, at any time upon notice, to change or increase our fees for access or use of [pinkcatstudio.com](https://pinkcatstudio.com) or [pinkcatgames.com](https://pinkcatgames.com).

## Registration and Privacy

Our policy with respect to the collection and use of your personal information is set forth in our Privacy Policy. Please refer to our Privacy Policy for more details.

# Proprietary Rights

Our Websites and their content are the property of Pink Cat Studio Inc. and are protected from unauthorized copying and dissemination by Canadian and International copyright law, trademark law, international conventions and other intellectual property laws.

No portion of our Websites, Content or other activity may be: (a) displayed in whole or in part within a frame on another website; (b) included or distributed in a print publication (paid or free); (c) added to any other server; or (d) resold in any manner. Pink Cat Studio Inc. will take legal action against any entity taking any of the above actions. No part of pinkcatstudio.com or pinkcatgames.com may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording.

Nothing contained on pinkcatstudio.com or pinkcatgames.com should be construed as granting, by implication, estoppel, or otherwise, any license or right to use pinkcatstudio.com or pinkcatgames.com or any information or documents displayed on pinkcatstudio.com and pinkcatgames.com, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of Pink Cat Studio Inc. or such third party that may own the trademark or copyright of material displayed on pinkcatstudio.com and pinkcatgames.com.

# User Conduct

You may not republish, upload, post, transmit or distribute content from pinkcatstudio.com or pinkcatgames.com to online bulletin boards, message boards, newsgroups, chat rooms, or in any other manner, without our prior written permission. Modification of the Content or use of the Content for any purpose other than your own personal, noncommercial use is a violation of our copyright and other proprietary rights, and may subject you to legal liability. In addition, in connection with your use of pinkcatstudio.com and pinkcatgames.com, you agree not to:

- 1. Post, disseminate, or transmit any Content that is or which we consider, in our sole discretion, unlawful, harassing, defamatory, abusive, threatening, vulgar, obscene, pornographic, harmful, tortuous, libelous, racist, violent or otherwise objectionable;**
- 2. Restrict or inhibit any other visitor from using the Websites, including, without limitation, by means of “hacking” or defacing any portion of the Websites;**

- 3. Use the Websites for any unlawful or illegal purpose or in violation of any of the rules herein;**
- 4. Display material that exploits children under 18 years of age;**
- 5. Post or disclose any personally identifying information or private information about children or any third parties without their consent (or their parent's consent in case of a child under 13 years of age);**
- 6. Express or imply that any statements you make are endorsed by us, without our prior written consent;**
- 7. Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Websites;**
- 8. "Frame" or "mirror" any part of the Websites without our prior written authorization;**
- 9. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Websites or its contents;**
- 10. Harvest or collect information about visitors to the Websites without their express consent.**
- 11. Post, disseminate, or transmit any Content that infringes or violates the copyright, trademark, trade secret, patent, or other proprietary rights of any other third party, or use or distribute third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality;**
- 12. Post, disseminate, or transmit any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;**
- 13. Post, disseminate, or transmit any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass email to people or entities that have not agreed to be part of such mailings;**

- 14. Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information; or otherwise manipulate identifiers to disguise the origin of any Content transmitted through the Websites;**
- 15. Post, disseminate, or transmit any Content you do not have the right to post, disseminate, or transmit;**
- 16. Promote, solicit or participate in multi-level marketing or pyramid schemes;**
- 17. Disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;**
- 18. Interfere with, disrupt, or harm in any way the Websites or servers or networks connected to the Websites;**
- 19. Electronically stalk or otherwise harass another user;**
- 20. Collect or store personal data about other users;**
- 21. Engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other users without their permission, except as permitted by applicable law;**

## User Content and Correspondence

You acknowledge that we do not generally prescreen user content, but that we have the right (but not the obligation) in our sole discretion to edit, refuse, remove, or move any Content that is available. We reserve the right at our sole discretion to refuse access to the Websites to any user for any reason, including without limitation, any reason that violates this agreement. Without limiting the foregoing, we have the right to remove any content that violates this agreement or that we consider, in its sole discretion, objectionable, whether for legal or for other reasons.

You acknowledge and agree that Pink Cat Studio Inc. may preserve user content and may also disclose user content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce this agreement;

(c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Pink Cat Studio Inc., its employees, its users, and the public. Details regarding our use of personally identifiable information are set out in our Privacy Policy.

By posting Content to the Websites or by transmitting Content using the Websites, you (a) represent and warrant to Pink Cat Studio Inc. that you have all necessary permission to post or transmit Content; and (b) grant to Pink Cat Studio Inc. a worldwide, non-exclusive, perpetual, fully sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You further agree to waive, to the extent legally permissible, any moral rights in any jurisdictions relating to such Content.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. Any comments, materials, or letters sent by you to Pink Cat Studio Inc. regarding the Websites, including, without limitation, questions, comments, suggestions, criticisms, or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights. Pink Cat Studio Inc. will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute Received Materials. Furthermore, Pink Cat Studio Inc. is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Pink Cat Studio Inc. or posted on the Websites, for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other obligations to anyone, including yourself.

## Disclaimer of Warranties

THE WEBSITES, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE WEBSITES, ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, BUT WITHOUT LIMITATION, PINK CAT STUDIO INC. DOES NOT WARRANT THAT: (I) THE INFORMATION ON THE WEBSITES IS CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, OR (IV) THE WEBSITES OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PINK CAT STUDIO INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS,

ADVERTISERS, AND AGENTS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON OUR WEBSITES.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE OUR WEBSITES, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF PINK CAT STUDIO INC. OR ITS AFFILIATES, SUPPLIERS, AGENTS, MEMBERS, OR VISITORS, WHETHER MADE ON THE WEBSITES OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE WEBSITES, THE CONTENT CONTAINED HEREIN, AND ANY MATERIALS PROVIDED THROUGH THE WEBSITES, ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that the website could include inaccuracies or errors, or materials that violate this Agreement. Additionally, a possibility exists that unauthorized alterations could be made to the website by third parties. Although we attempt to ensure the integrity of our website and other products and services, we make no guarantees as to the completeness or correctness of any content on the website. In the event that such a situation arises, please contact us at [info@pinkcatstudio.com](mailto:info@pinkcatstudio.com) with, if possible, a description of the material to be checked and the location (URL) where such material can be found on our website, if applicable, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Copyright Infringement" below.

## Limitation of Liability

NEITHER PINK CAT STUDIO INC. NOR ITS AFFILIATES, SUPPLIERS, ADVERTISERS, AFFILIATES, OR AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES AND/OR ANY CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH THE WEBSITES. YOUR SOLE REMEDY FOR

DISSATISFACTION WITH THE WEBSITES IS TO STOP USING IT. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

THE AGGREGATE MAXIMUM LIABILITY TO PINK CAT STUDIO INC. FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE Websites IN THE TWELVE MONTHS PRECEDING ANY SUCH CLAIM.

## Indemnification

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of this Agreement; (b) your use of the Websites; or (c) your violation of the rights of any third party.

## Termination

You understand and agree that Pink Cat Studio Inc. may, under certain circumstances and without prior notice to you, terminate your access to and use of the Websites. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Agreement or other agreements or guidelines, (b) requests by law enforcement or other government or regulatory authorities, or (c) technical difficulties.

## User Account

In order to use tools, save settings, create questions, world lists, add students and groups, save games, buy products and subscriptions and add purchased products on the Websites, you are required to create an account by completing a registration process and providing complete and accurate information on the registration form. You will be asked to provide your first name, last name, user name, email and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, user name, or password of someone else at any time. You may not authorize any other person or organization to access your account. You may not share a games or tools purchase with any other person. You agree to notify Pink Cat Studio Inc. immediately about any unauthorized use of your account, user name, or password. Pink Cat Studio Inc. shall not be liable for any loss that you incur as a result of someone

else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Pink Cat Studio Inc., its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

You promise that your billing details (if you are purchasing a tool, game, subscription or any other service) and any other information that you submit to us are true, accurate, and complete, and you agree to keep it that way at all times. If you have provided incorrect or inaccurate information, you should go to My Account and correct such information in your account settings. You promise that no other person shall be allowed to use or access your account, or in any other way make use of the rights conferred to you pursuant to the agreements.

## School Purchase Orders

Purchase of multiple subscription and product licences is available only to schools, districts, and other eligible educational institutions. By submitting a School Purchase Order, you represent and warrant that you have authority to bind the purchasing entity in the transaction, and that the entity agrees to pay the total price as quoted on the invoice from Pink Cat Studio Inc. Invoices for School Purchase Orders must be paid in U.S. Dollars, and payment is due within twenty-one days of the invoice date. Only credit card payments will be accepted. Once payment is received the order number to activate the service or product will be sent to the purchasing entity.

## Compliance with Intellectual Property Laws

When accessing the Websites, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Websites is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you download or transmit. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

## Alleged Violations

Pink Cat Studio Inc. reserves the right to terminate your account and access to the Content and/or use of the Websites. You agree that Pink Cat Studio Inc. or its representatives may access your



account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Content or the Websites. Pink Cat Studio Inc. does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Pink Cat Studio Inc. reserves the right to terminate your account and your access to the Content and Websites immediately, with or without notice to you, and without liability to you, if Pink Cat Studio Inc. believes that you have violated any of the Agreement, furnished Pink Cat Studio Inc. with false or misleading information, or interfered with the use of the Content or Websites by others.

## Copyright Infringement

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Pink Cat Studio Inc. infringe your copyright, you (or your agent) may send us a notice (to [info@pinkcatstudio.com](mailto:info@pinkcatstudio.com)) requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details.

## Modifications

Pink Cat Studio Inc. may, in its sole discretion and without prior notice, revise the Terms of Service or modify the Websites and its related services. Pink Cat Studio Inc. shall post any revision to these Terms of Service to the Websites, and the revision shall be effective immediately upon such posting. You agree to review these Terms of Service and other online policies posted on the Websites periodically to be aware of any revisions. You agree that, by continuing to use the Websites following notice of any revision, you shall abide by any such revision.

## Miscellaneous

The Terms of Service, together with all Pink Cat Studio Inc. policies referred to herein, constitutes the entire agreement between you and Pink Cat Studio Inc. relating to your use of the Websites and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us. The Agreement and the relationship between you and Pink Cat Studio Inc. are governed by and construed in accordance with the laws of the Province of British Columbia and the country of Canada, without regard to its principles of conflict of laws. You and Pink Cat Studio

Inc. agree to submit to the personal and exclusive jurisdiction of the federal and provincial courts located within British Columbia, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

## Acknowledgment

BY USING PINKCATSTUDIO.COM AND PINKCATGAMES.COM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

Effective Date: September 16, 2019.