

# Terms of Use

Effective Date: These Terms of Use were last revised on November 9, 2018.

These terms of use ("Terms of Use") apply to your use of all websites ("Sites") owned or operated by KidKraft, Inc. and its subsidiaries and affiliates ("KidKraft"). By using the Sites you agree to be bound by and are bound by the current version of these Terms of Use. KidKraft may revise or delete any portion of these Terms of Use at any time with or without notice and your continued use of the Sites constitutes your agreement to the then-current Terms of Use. The Sites may contain links to other websites, including payment processing websites. KidKraft does not endorse and is not responsible for such other websites and you are responsible for reviewing and complying with such other websites' terms of use and privacy policies.

For information regarding KidKraft's privacy practices, please see KidKraft's [privacy policy](#).

## Acceptable Use

The Sites are only intended for your personal use. It is a violation of these Terms of Use for you to, and you agree not to, use the Sites for illegal purposes; copy, sell, resell, or exploit for commercial purposes any portion of the Sites; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of one or more of the Sites; use or attempt to use any device or mechanism to navigate or search the Sites to collect information from the Sites to be used for any commercial purpose; interfere or attempt to interfere with the proper working of one or more of the Sites; reverse engineer or attempt to reverse engineer any of the software comprising or in any way making up a part of the Sites; use any incomplete, false, or inaccurate biographical information or other information for purposes of creating an Account (defined below); use any Site in a manner that is distasteful, offensive or controversial, tortious, or abusive; and/or assist or permit any persons in engaging in any of the activities described above.

## Registered User Accounts, Passwords, and Security

Portions of the Sites may require that you register an account with KidKraft ("Account"). You agree to maintain the confidentiality of your username and password and are fully responsible for all activities that occur through the use of your username and password. You agree to immediately notify KidKraft of any unauthorized use of your password or any other breach of security about which you may be aware.

## Products and Pricing

All descriptions of products and product pricing on any Site are subject to change at any time without notice and at the sole discretion of KidKraft. The technology you are using to view the Sites may impact the accuracy of the display of any images of products offered on a Site. KidKraft does not warrant that the description of any product on any site or any other content of any Site is accurate, complete, reliable, current, or error-free. Unless expressly stated otherwise in writing, any sale of any product on any Site is intended for end-user customers only and the resale or export of any such product is prohibited.

## Intellectual Property

The Sites, all content on the Sites (except the KidKraft Trademarks, defined below) are the property of KidKraft or its licensors ("KidKraft Property"). KidKraft gives you a limited, nonexclusive, revocable, non-assignable, non-sublicensable, non-transferrable, license to use the KidKraft Property for your own personal use. Any other use of the KidKraft property is prohibited. You are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the KidKraft Property for any purposes.

All trademarks, logos, service marks and trade names of KidKraft are the property of KidKraft ("KidKraft Trademarks"). Any use of the KidKraft Trademarks without KidKraft's pre-approval in writing is prohibited.

If the functionality is available on a Site, you may submit reviews, suggestions, comments, questions, or other information, as long as your submission complies with these Terms and Conditions and does not contain any commercial solicitation, mass mailing, or other form of "spam." If you chose to submit any such submission, you hereby grant KidKraft a nonexclusive, royalty-free, perpetual, irrevocable, assignable, transferrable, sublicensable, right to use, copy, reproduce, modify, distribute, display, perform, and create derivative works of such submission worldwide in any form and on any media.

### **Notice of Copyright Infringement**

If you believe that any of your work has been copied and is accessible on any Site in a manner that constitutes copyright infringement, please provide KidKraft's copyright agent in writing with: (i) a description of the copyrighted work claimed to have been infringed; (ii) a description of the allegedly infringing material on a Site that you are requesting be removed; (iii) your name, telephone number, and email address; (iv) a statement that you have a good faith belief that use of the copyrighted work is not authorized by you or by law; (v) a statement that the information you are providing is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and (vi) an electronic or physical signature of you or someone authorized on the copyright owner's behalf, to assert infringement of copyright and submit the statement. Allegations of infringement that include all of the information set forth above must be submitted by post or electronic mail to KidKraft's copyright agent at 4630 Olin Road, Dallas, TX 75244, [websiteadministrator@kidkraft.com](mailto:websiteadministrator@kidkraft.com).

### **Limitation of Liability**

IN NO EVENT WILL KIDKRAFT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, OR THIRD-PARTY PROVIDERS BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES, YOUR USE OF THE SITES, YOUR ACCESS OR INABILITY TO ACCESS THE SITES, OR ANY PRODUCT PURCHASED ON THE SITES, EVEN IF KIDKRAFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT WILL KIDKRAFT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR ANY CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, OR ANY OTHER BASIS EXCEED FIFTY DOLLARS (\$50.00).

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, KIDKRAFT'S LIABILITY IN SUCH JURISDICTIONS WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **Disclaimer of Warranties**

THE SITES ARE PROVIDED AS-IS. KIDKRAFT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO THE SITES OR ANY PORTION OF THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KIDKRAFT DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

### **Indemnity**

You agree to indemnify KidKraft and its officers, directors, employees, agents, licensors, representatives, and third-party providers from and against all liabilities, claims, and expenses, including reasonable attorney's fees, made by any third party due or arising out of your use of the Sites or your violation of any rights of any third party.

### **Arbitration and Class Action Waiver**

Binding Individual Arbitration. If you and KidKraft have a dispute that cannot be resolved through negotiation within the time frame described below, other than those matters listed in the "Exclusions From Arbitration" subsection, you and KidKraft agree to seek resolution of the dispute only through binding arbitration, not litigation in any court, of that dispute in accordance with the terms of this paragraph.

Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, KidKraft will pay all filing, American Arbitration Association, and arbitrator's fees and expenses. If the arbitrator issues you an award that is greater than the value of KidKraft's last written settlement offer made before an arbitrator was selected (or if KidKraft did not make a settlement offer before an arbitrator was selected), then KidKraft will pay you the amount of the award or \$7,500 U.S. Dollars, whichever is greater, and pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrue for investigating, preparing and pursuing your claim in arbitration. KidKraft waives any right to seek an award of attorneys' fees and expenses in connection with any non-frivolous arbitration between you and KidKraft.

Exclusions from Arbitration. YOU AND KIDKRAFT AGREE THAT ANY CLAIM FILED BY YOU OR BY KIDKRAFT IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THESE TERMS OF USE.

Notice of Dispute and Arbitration. IF YOU HAVE A DISPUTE WITH KIDKRAFT, YOU MUST SEND WRITTEN NOTICE TO: KIDKRAFT, INC., OFFICE OF GENERAL COUNSEL, 4630 OLIN ROAD DALLAS, TEXAS 75244, TO GIVE YOU AND KIDKRAFT THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to good faith negotiations to resolve a dispute for no less than sixty (60) days after your notice of dispute. Upon the conclusion of such sixty (60) day period, either party may pursue arbitration with the American Arbitration Association ("AAA") pursuant to its rules. Arbitration rules and forms may be obtained from AAA at <http://www.adr.org> or by calling AAA at 1-800-778-7879.

Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND KIDKRAFT SPECIFICALLY AGREE IN WRITING TO DO SO, FOLLOWING INITIATION OF THE ARBITRATION.

Location of Arbitration. Arbitration may take place at any place within the United States that is reasonably convenient for you. For claims of \$10,000 or less, you may choose whether the arbitration proceeds in person, by telephone, or based only on submissions.

Severability. IF THE "CLASS ACTION WAIVER" or "ARBITRATION" CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THIS ENTIRE ARBITRATION AND CLASS ACTION WAIVER SECTION WILL BE UNENFORCEABLE, AND THE DISPUTE WILL BE DECIDED BY A COURT LOCATED IN DALLAS, TEXAS OR IF YOU ARE LOCATED OUTSIDE THE UNITED STATES OF AMERICA, THE JURISDICTION SHALL BE THE COURT OF YOUR RESIDENCE, AND YOU AND KIDKRAFT EACH AGREE TO WAIVE IN THAT INSTANCE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

## **Termination**

KidKraft may, in its sole discretion, terminate these Terms of Use, your access to the Sites, and/or your Account with or without notice and with or without cause. This Section, the Intellectual Property, Limitation of Liability, Disclaimer of Warranties, Indemnity, Arbitration and Class Action Waiver, and Miscellaneous Sections will survive any termination of these Terms of Use.

## **Miscellaneous**

These Terms of Use are governed by and will be construed in accordance with the laws of the State of Texas, excluding its conflict of law rules. These Terms of Use constitute the entire agreement between KidKraft and you with respect to your use of the Sites. If any portion of these Terms of Use is held invalid, the remaining portions will remain in full force and effect. These Terms of Use may be only modified by (i) KidKraft posting a revised version to the Sites, or (ii) in writing by an authorized KidKraft representative. KidKraft's failure

to enforce any portion of these Terms of Use will not in any way waive KidKraft's rights to subsequently enforce these Terms of Use.

### **Notices / Contact KidKraft**

KidKraft may contact you by posting a message to the Sites or via any information you submit to KidKraft in registering for your Account. Any notices sent to KidKraft must be by post or electronic mail to KidKraft at 4630 Olin Road, Dallas, TX 75244, [websiteadministrator@kidkraft.com](mailto:websiteadministrator@kidkraft.com).

For any questions about the Sites, you may contact KidKraft at [websiteadministrator@kidkraft.com](mailto:websiteadministrator@kidkraft.com).

# Return Policy

Effective Date: This Return Policy was last revised on April 26, 2016.

You may return items purchased through a KidKraft website within 90 days of purchase for a refund in accordance with this return policy ("Return Policy"). This Return Policy is subject to the Terms of Use for the KidKraft website on which you made your purchase. KidKraft will not accept any returns of KidKraft items purchased through other retailers.

ALL RETURNS EXCEPT OF DAMAGED OR DEFECTIVE GOODS ARE SUBJECT TO A **15% RESTOCKING FEE** AND DO NOT INCLUDE A REFUND OF SHIPPING COSTS.

If you want to return an item you must:

- Contact KidKraft's customer service at [customerservice@kidkraft.com](mailto:customerservice@kidkraft.com) or by calling Monday-Friday, 8:30am to 5:00pm Central time at 1 (800) 933-0771 in order to obtain a return authorization number ("RA Number").
- Within 90 days of the date of purchase, return the item to KidKraft in its new, unused condition in the original packaging including any accessories, manuals, and documentation, to the following address:

KidKraft  
Returns Processing  
4630 Olin Road, Dallas, TX 75244

- Include in the return shipment the RA Number and the original packing slip.

KidKraft is not responsible for the cost of the shipping charges for any return or for any damage to the item on return shipment to KidKraft.

Upon receipt of a returned item that complies with this Return Policy, KidKraft will refund your payment, less the restocking fee and any shipping costs, to the original account billed for the item.

In the event that you receive any damaged or defective items, please contact KidKraft's customer service within 90 days of purchase at [customerservice@kidkraft.com](mailto:customerservice@kidkraft.com) or by calling Monday-Friday, 8:30am to 5:00pm Central time at 1 (800) 933-0771, and KidKraft will send you replacement parts at no additional charge. KidKraft reserves the right to request additional information and/or images. KidKraft further reserves the right to request that you return the damaged or defective items upon receipt of the replacement items in order to avoid being charged for such replacement items.

This Return Policy is subject to change without notice. The version of this Return Policy in effect at the time of your purchase will govern your purchase. KidKraft recommends you print or otherwise retain a copy of this Return Policy at the time of your purchase.

# Shipping and Delivery Policy

Effective Date: This Shipping and Delivery Policy was last revised on April 26, 2016.

This shipping and delivery policy ("Shipping and Delivery Policy") governs the shipment and delivery of any items you purchase through a KidKraft website. This Shipping and Delivery Policy is subject to the Terms of Use for the KidKraft website on which you made your purchase.

The shipping charges for your order will be provided prior to you completing your purchase.

Estimated shipment times, if available, are provided solely for your convenience and neither KidKraft nor its third-party shipment providers will be liable for any damages or loss as a result of the failure to meet a shipment estimate.

In no event will KidKraft or its third-party shipment providers be responsible for delays in delivery due to natural disasters, inclement weather, governmental acts, or any other situations beyond their reasonable control.

This Shipping and Delivery Policy is subject to change without notice. The version of this Shipping and Delivery Policy in effect at the time of your purchase will govern your purchase. KidKraft recommends you print or otherwise retain a copy of this Shipping and Delivery Policy at the time of your purchase.