## Terms of Use

These Terms of Use (“Terms”) apply to all Websites (as defined below), services, software, Apps (as defined below), Content (as defined below) and Wonder Workshop Products (as defined below) (collectively, the “Services”) provided to You (as defined below) by Wonder Workshop, Inc. (“Wonder Workshop”). Please read them carefully. In addition to these Terms, Your access to and use of the Services are governed by the Wonder Workshop Privacy Policy, which can be found at [www.makewonder.com/privacy](https://www.makewonder.com/privacy/) (the “Privacy Policy”), and any additional rules and/or terms identified or displayed on the Websites or in connection with a particular Service, App or Wonder Workshop Product. The Privacy Policy and any such additional rules and terms constitute a part of these Terms and are incorporated by reference herein. Please read these Terms, the PrivacyPolicy and any such additional rules and terms carefully.

These Terms govern Your use of the Services and constitute a binding agreement between You and Wonder Workshop, and are deemed accepted by You and Wonder Workshop. Your access to or use of the Services indicates Your acceptance to these Terms. If You do not accept these Terms, then do not use, access or install the Services or Apps. Wonder Workshop reserves the right to revise these Terms at any time, at its sole discretion, by posting an updated version to the Website. You should visit this page periodically to review the most current Terms, because they are binding on You. By continuing to access or use the Services after updated terms have been posted, You agree to be bound by the updated Terms.

### Definitions

“Apps” means any mobile application, available for download from Apple App Store, Google Play store or Amazon Appstore, and any other software application made by Wonder Workshop for use on a mobile device or tablet computer.

“Content” means all content contained in the Website, including all text, images, audio content, videos, designs, graphics, information, logos, downloadable content, software, and any other content contained therein and all related patents, copyrights, trademarks, service marks, intellectual property and/or other proprietary information of Wonder Workshop.

“Wonder Workshop Product(s)” means and refers to any robots, robot accessories or other products purchased from Wonder Workshop through the Website, any mobile application or otherwise.

“Post or Provide” (or any derivative thereof) means to upload, post, transmit, share, store, submit, link to or otherwise make available on the Website.

“We,” “Us,” and “Our” mean and refer to Wonder Workshop and its parents, subsidiaries or affiliates.

“Website” means any websites, web pages, and any subpages (including any mobile websites, web pages, and subpages) under Wonder Workshop’s control, whether partial or otherwise. This includes, but is not limited to, [www.play-i.com](https://www.play-i.com/), [www.makewonder.com](https://www.makewonder.com/), any subpages, and the website from which these terms of use were accessed from. This also includes the Content.

“You,” “Your,” and “User” mean and refer to all individuals and/or entities who are accessing or using the Website or the Services for any reason.

### Eligibility and Account

By accessing or using the Services, You represent and warrant to Wonder Workshop that (i) You are of legal age to form a binding contract, or, if You are a minor, You have Your parent’s permission to access or use the Services, and Your parent has read and agrees to these Terms on Your behalf; (ii) all information You provide is accurate, current and complete; (iii) You will maintain the accuracy and completeness of such information; and (iv) if You are accepting these on behalf of an institution, school, company or other legal entity, You have the authority to bind that institution, school, company or legal entity to these Terms. You also certify that You are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. These Terms are void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

In order to access certain features of the Services, You may be required to create an account (“Account”) on the Website. By creating an Account, You represent and warrant that You are at least 13 years of age and, if You are a minor, You have Your parent’s permission to access or use the Services and to create an Account. WonderWorkshop reserves the right to suspend or terminate Your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for maintaining the confidentiality of Your Account and password and You accept responsibility for all activities that occur under Your Account and password. You agree to update Your Account information to keep it current and accurate and will immediately notify Wonder Workshop of any unauthorized use of Your Account.

### Children and Our Services

While the Wonder Workshop Products are aimed to be used by children of varying ages, some of Our Services (including the Website) are intended to be used only by parents, legal guardians and/or teachers over the age of 18. You must be 18 years of age or older and have a valid credit card number to purchase any Wonder Workshop Products on Our Website.

In accordance with Federal Children’s Online Privacy Protection Act of 1998 (COPPA), We will never knowingly solicit or accept personally identifiable information from users known to be under 13 years of age.

If a school and/or teacher (the “Educational Institution”) with students that are under 18 years of age uses Our Services and provides Us with personally identifiable information about its students in order to create user profiles for each of its students, such teacher must first obtain written consent from each student’s parent and/or legal guardian to submit such personally identifiable information to Us and use such personally identifiable information in the Services. We use that information to provide the Services to the Educational Institution, consistent with Our Privacy Policy. Each Educational Institution acknowledges and agrees that it will not use the Services in any way to collect personally identifiable information from users known to be under 13 years of age.

### Usage

You agree and warrant that You will not use the Services in a manner that is illegal or otherwise inconsistent with these Terms. In addition, You will not use the Services in a manner that Wonder Workshop deems, in its sole discretion, objectionable.  
You agree that You will access the Services only through the interfaces provided.  
You agree not to do any of the following:

         attempt to decipher, decompile, disassemble or reverse engineer or otherwise hack the Website or any software, network or servers used to provide the Services, or to damage our Website, services or other property in any way;

         attempt to breach any security or authentication measures of the Website or the Services;

         avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Wonder Workshop or any other third party to protect the Services or the Content;

         use the Services, Your account, or communications with other Users for any commercial purpose or solicitation;

         interfere or attempt to interfere with other Users’ use of the Services;

         impersonate or misrepresent Your affiliation with any person;

         violate any applicable law of regulation;

         defame, abuse, stalk, threaten, intimidate, harass or otherwise violate the legal rights of any User or employee, staff or agent of Wonder Workshop;

         do anything that could disable, damage, tamper with, impair or otherwise cause interruptions to the proper working of the Services;

         use any robot, spider, scraper or other automated means to access, data-mine, data-crawl, scrap or index the Services in any manner;

         send spam or any other unauthorized advertisements or solicitations through or using the Services;

         attempt to harvest, collect or use addresses, phone numbers or email addresses or other contact information of Users without consent from such Users and Wonder Workshop;

         solicit personal information (including social security numbers, credit card numbers and passwords) from Users;

         provide any false personal information in Your account, create more than one account, transfer Your account or create an account for anyone other than Yourself;

         offer any contest, sweepstakes, coupon or other promotion through Wonder Workshop;

         do anything that is illegal, infringing, fraudulent, malicious or could expose Wonder Workshop or Users to harm or liability;

         refer a friend by providing such friend’s e-mail address to Us, unless such friend is at least 13-years old;

         allow a child under the age of 13 to provide any personal information in such child’s User Content (as defined below);

         attempt, encourage or facilitate any of the above.

Wonder Workshop will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Wonder Workshop may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms. You acknowledge that Wonder Workshop has no obligation to monitor Your access to or use of the Services or the Content, but has the right to do so for the purpose of operating the Services, to ensure Your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

### Purchases of Wonder Workshop Products on the Websites or the Apps

Customers who purchase Wonder Workshop Products through the Website must be over the age of 18 with a valid credit card accepted by Wonder Workshop or other permitted payment method accepted by Wonder Workshop.

Availability: We cannot guarantee availability of Wonder Workshop Products, even if We show that a particular Wonder Workshop Product is available online or in stores. We may not have all Wonder Workshop Products available online or in stores and We may discontinue products at any time.

Pricing: Prices for Wonder Workshop Products may change at any time and Wonder Workshop does not provide price protection or refunds in the event of a price reduction or promotional offering. Wonder Workshop reserves the right to cancel an order for a Wonder Workshop Product in the event of a typographical or other error in the price listed for the Wonder Workshop Product. The price of a Wonder Workshop Product generally does not include delivery charges. We will charge taxes on Wonder Workshop Products purchased when taxes are applicable. The list price displayed for any Wonder Workshop Product generally does not include delivery charges or sales or other taxes unless specifically noted.

Delivery: Wonder Workshop shall deliver the Wonder Workshop Products that You purchase to the place of delivery designated by You. If You choose to accept any type of express courier services for shipping, then any additional shipping fees will be paid by You. Shipping laws also vary from country to country, and it is Your responsibility to check with Your local customs office for details and to verify whether the country to which You are shipping permits the shipment of Your Wonder Workshop Products. Please note that for international orders, customs and import duties may also be applied and will likely vary from country to country. You are solely responsible for any such additional charges.

Refunds and Exchanges: Any refunds or exchange of Wonder Workshop Products are subject to the restrictions and requirements set forth in the User Guide included with Your Wonder Workshop Product at the time of purchase or posted on the [Product Warranty and Returns page](https://www.makewonder.com/warranty/) on our Website.

Transactions: We reserve the right to refuse any order You place with Us. We may, in Our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing and/or shipping address. We reserve the right to limit or prohibit orders that, in Our sole discretion, appear to be placed by dealers, resellers, or distributors.

Risk of Loss: All items purchased from Wonder Workshop are made pursuant to a shipment contract. This means that title and the risk of loss for such items pass to You upon Our delivery to the carrier.

Warranty Information: Warranty information for Wonder Workshop Products can be found in the User Guide included with Your Wonder Workshop Product and available at [www.makewonder.com/warranty](https://www.makewonder.com/warranty).

### User Content

Wonder Workshop may offer community features, such as forums, in-App text messages, and chats, as part of the Services. You must be over the age of 13 and, if you are a minor, have Your parent or legal guardian’s consent to participate in any community features. In addition, Wonder Workshop may allow You to submit information to Wonder Workshop through forms and other manners in connection with obtaining customer support from Wonder Workshop’s help center. You may Post or Provide reviews, comments, photos, images, logos, descriptions, and other content and submit suggestions, ideas, comments, questions, opinions and feedback (collectively, the “Provided Content”). In addition, You may include content in the coding and programming created by You for Your robot (the “Programming Content” and together with the Provided Content, the “User Content”). You may not Post or Provide Provided Content or include any Programming Content in Your robot that is illegal, libelous, offensive, harmful, obscene, pornographic, threatening, defamatory or invasive of privacy, including User Content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals. You may not Post or Provide Provided Content, include Programming Content in Your robot or provide access to User Content that exploits people in an abusive, violent or sexual manner or that promotes illegal activities or provides instructions on how to conduct illegal activities. You also may not Post or Provide User Content or include Programming Content in Your Robot, including photos and videos, or files that contain software or any other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party. In addition, You may not Post or Provide Provided Content or include Programming Content in Your robot that consists of or contains software viruses, political campaigning, objectionable materials, commercial solicitation, chain letters, mass mailings or any form of “spam”. You may not use a false e-mail address, impersonate any person or entity or otherwise Post or Provide any misleading information or Provided Content that You know is false or inaccurate. Wonder Workshop reserves the right (but not the obligation) to remove or edit such User Content, at its sole discretion.

If You do Post or Provide Provided Content or create any coding or programming for Your robot, You grant Wonder Workshop a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content throughout the world in any media, including, without limitation, for troubleshooting, marketing, product development and any other commercial or non-commercial purpose in Wonder Workshop’s sole discretion, without payment or compensation to You of any kind. You grant Wonder Workshop and Our sublicensees the right to use the name that You submit in connection with such User Content, if We or they choose to use it. You represent and warrant that You own or otherwise control all of the rights to the User Content that You Post or Provide or include in Your robot; that the User Content is accurate; that use of the User Content You supply does not violate the Terms or applicable laws, rules or regulations and will not cause injury to any person or entity; and that You will indemnify Wonder Workshop for all claims resulting from User Content You supply. Wonder Workshop has the right but not the obligation to monitor and edit or remove any activity or Provided Content. Wonder Workshop takes no responsibility and assumes no liability for any Provided Content Posted or Provided by You or any third party or any Programming Content created by You for Your robot.

Wonder Workshop does not pre-screen, review, edit or approve any Provided Content. The Wonder Workshop community may flag inappropriate Provided Content and Wonder Workshop may, in its sole discretion, remove or disable access to any Provided Content.

By Posting or Providing Provided Content or otherwise sharing any information on the Website, You represent and warrant that You are the owner or otherwise have the right to publicly distribute the Provided Content. Any User Content Posted or Provided will be considered public, and Wonder Workshop will not be responsible for the actions of Users with regards to any public information. By creating any Programming Content for Your robot, You represent and warrant that You are the owner or otherwise have the right to use such Programming Content.

If You decide to sell, donate or gift a used Wonder Workshop Product, we recommend that You, at a minimum, wipe the custom voice recording slots (available via the Apps), delete all voice recordings and remove all Personal Information (as defined in the Privacy Policy).

### Digital Millennium Copyright Act

If You are a copyright owner or a direct agent thereof and believe that any User Submission or other Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Our Copyright Agent at the following address with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

Address:

Wonder Workshop, Inc.  
Copyright Agent  
1500 Fashion Island Blvd., #200  
San Mateo, CA 94404 USA  
Email: [support@makewonder.com](mailto:support@makewonder.com)

         a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;  
identification of the material claimed to have been infringed, and enough pertinent information about the location of the material to enable Us to locate it within the site;

         Your contact information such as an address, telephone number, and, if available, an electronic mail;

         a statement that You have 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

         a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### Intellectual Property

The Services are protected under patent, copyright, trademark, and/or other laws. Subject to Your compliance with the Terms, Wonder Workshop and/or its licensors provide You with a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Services. The Services and all Content, including, without limitation, any Provided Content, Programming Content or User Content, remain the property of Wonder Workshop or its licensors and We do not transfer title to any portion of the Services to You. The compilation, collection, arrangement, or assembly of all Content is the exclusive property of Wonder Workshop and protected as well. Any code or software code that Wonder Workshop creates, generates or displays in the Services is also protected and You may not copy or adapt such code.

Unauthorized use of the Services may violate applicable laws and is strictly prohibited. You may not copy the Services or any part thereof without Wonder Workshop’s prior written authorization. Any code or software code that Wonder Workshop creates to generate or display the Services are also protected by Wonder Workshop’s copyrights, and You may not copy or adapt such code.

### Mobile Applications

You acknowledge and agree that the availability of the Services on mobile devices is dependent on the third party websites from which You download theServices, e.g., Apple App Store, Google Play store or Amazon Appstore (each an “App Store”). You acknowledge that these Terms are between You and Wonder Workshop and not with an App Store. Each App Store may have its own terms and conditions to which You must agree before downloading the Services from it. You agree to comply with, and Your license to use the Services is conditioned upon Your compliance with, such App Store terms and conditions. To the extent, such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms shall apply.

Your use of the Services and the relating licenses granted hereunder are also conditioned upon Your strict adherence to the letter and spirit of the various applicable guidelines and any end user licenses associated with Your use of the Apps. We may modify such guidelines in its sole discretion at any time. We reserve the right to terminate Your Account and access to the Services if it determines that You have violated any such applicable guidelines.

You are responsible for any mobile charges that You may incur for using the Services, including data charges. If you’re unsure what those charges may be, you should ask your service provider before using the Services.

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### Terms Required by Apple

The following terms apply to any Apps You acquire from the iTunes store orApple App Store (“iTunes-Sourced Apps”): You acknowledge that this agreement is between You and Wonder Workshop only, and not with Apple, and that Apple is not responsible for the iTunes-Sourced Apps or the Content. The iTunes-Sourced Apps are licensed to You on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for Your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services. You will only use the iTunes-Sourced Appsin connection with an Apple device that You own or control and you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Apps.

In the event of any failure of the iTunes-Sourced Apps to conform to any applicable warranty, including those implied by law, You may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to You will be to refund to you the purchase price, if any, of the iTunes-Sourced App.

You acknowledge and agree that Wonder Workshop, and not Apple, is responsible for addressing any claims You or any third party may have in relation to the iTunes-Sourced Apps. You acknowledge and agree that, in the event of any third party claim that the iTunes-Sourced Appsor Your possession and use of the iTunes-Sourced Apps infringes that third party’s intellectual property rights, Wonder Workshop, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. Both You and Wonder Workshopacknowledge and agree that, in Your use of the iTunes-Sourced Apps, You will comply with any applicable third party terms of agreement which may affect or be affected by such use. Both You and Wonder Workshopacknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as the third party beneficiary hereof.

### Limited Warranty

TO THE FULLEST EXTENT POSSIBLE BY LAW, WONDER WORKSHOP MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL OPERATE ERROR-FREE, BE AVAILABLE, OR THAT THE SERVICES AND WONDER WORKSHOP’S SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, WONDER WORKSHOP IS NOT RESPONSIBLE FOR THOSE COSTS. EXCEPT FOR ANY LIMITED WARRANTIES IN THE USER GUIDE AND OTHER PACKAGING MATERIALS INCLUDED WITH YOUR WONDER WORKSHOP PRODUCTS AT THE TIME OF PURCHASE, THE SERVICES ARE PROVIDED “AS IS”AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND AND WONDER WORKSHOP, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WONDER WORKSHOP MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT IN THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE RISK OF USING THE SERVICES REMAINS WITH YOU AND IN NO EVENT SHALL WONDER WORKSHOP BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST PROFITS, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION, OR FOR ANY DAMAGES TO PROPERTY OF ANY KIND OR FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR THE WONDER WORKSHOP PRODUCTS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WONDER WORKSHOP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL WONDER WORKSHOP’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR PRODUCTS EXCEED THE AMOUNTS YOU HAVE PAID TO WONDER WORKSHOP FOR USE OF THE SERVICES AND THE AMOUNTS YOU PAID FOR THE WONDER WORKSHOP PRODUCTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WONDER WORKSHOP AND YOU. SOME JURISDICTIONS DO NOT ALLOWTHE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### Indemnity

You agree to defend, indemnify, and hold harmless Wonder Workshop, its parent, subsidiaries, affiliates, and their respective officers, directors, successors, subsidiaries, contractors, technology providers, advertisers, employees and agents, from and against any claims, actions, losses, costs, liability or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) Your use of the Services, (ii) Your breach of these Terms, including Your representations and warranties herein or (iii) Your violation of any applicable laws.  
Wonder Workshop reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us and You agree to cooperate with Our defense of these claims. You agree not to settle any matter without the prior written consent of Wonder Workshop. Wonder Workshop will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

### Term and Termination

These Terms will remain in full force and effect while You are a User of the Services. Wonder Workshop reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to suspending, disabling or terminating Your Account and/or Your access to and ability to use the Services and/or any other services provided to You by Wonder Workshop, at any time for any or no reason and without any notice. Even after You are no longer a User of the Services, the provisions of these Terms will remain in effect. You may terminate this agreement at any time by ceasing all use of the Services. All sections which by their nature should survive the expiration or termination of this agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

### Miscellaneous

Referral Program: You may refer a friend by providing Us with Your friend’s e-mail address. By providing Us with such friend’s e-mail address, You certify that such friend is at least 13 years old and that You are not violating any applicable laws by sharing such e-mail address with Us.

Privacy: See the Privacy Policy for information and notices concerning Wonder Workshop’s collection and use of Your personal information.

Third-Party Software: Wonder Workshop uses computer software supplied by third parties (the “Third Party Software”). Wonder Workshop is providing the Third Party Software to you by permission of the respective licensors and/or copyright holders on the terms provided by such parties. The following are lists of certain Third Party Software used by the Company: [www.makewonder.com/third-party-services/](https://www.makewonder.com/third-party-services/) and [www.makewonder.com/opensource](https://www.makewonder.com/opensource)

Commercial Use: Any and all commercial use of the Services is expressly prohibited without the written consent of Wonder Workshop. This includes but is not limited to collecting names, information, contacting Users, lead generation, and all other commercial activities.

Third-Party Links: The Services may contain links to third-party websites. These links are provided solely as a convenience and not as an endorsement by Wonder Workshop of the contents on such third-party websites. Wonder Workshop is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If You decide to access linked third-party websites, You do so at Your own risk.

Access Outside the United States: Wonder Workshop makes no claims that the Services may be lawfully viewed, downloaded, or accessed outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If You access the Services You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. When you access the Services you acknowledge and agree that information you provide may be transferred to a jurisdiction other then your country of residence.

Governing Law: These Terms are governed by the internal substantive laws of the State of California. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Santa Clara, California. If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Wonder Workshop’s failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Wonder Workshop’s ability to enforce such term at any point in the future.

Arbitration: Except as set forth in the paragraph below, You agree any controversy or claim arising out of or relating to an alleged breach of this Agreement or Your use of the Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Francisco, California, and the arbitrator’s award will be binding and may be entered as a judgment in any court of competent jurisdiction. Either You or Wonder Workshop may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect the rights of property for You or Wonder Workshop pending the completion of arbitration. With respect to any claims or disputes You intend to bring on behalf of a class, You agree to arbitrate whether a class could be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, You will continue to resolve Your individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, You may file the class action in a court of law provided You waive any right to a trial by jury. Claims for injunctive or other equitable relief may also be brought in a court of law.

Waiver: No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Wonder Workshop’s failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Wonder Workshop’s ability to enforce such term at any point in the future.

Assignment: You may not assign or transfer these Terms, by operation of law or otherwise, without Wonder Workshop’s prior written consent. Any attempt by You to assign or transfer these Terms without such consent will be null and of no effect. Wonder Workshop may assign or transfer these Terms, in its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Headings: Headings provided in these Terms are included for reference purposes only and are not to be given any substantive effect.

Effective Date: These Terms are effective as of March 11, 2019.

Contact Information: If there are any questions regarding Wonder Workshop or this Policy, please contact Wonder Workshop at:

Wonder Workshop, Inc.  
1500 Fashion Island Blvd., #200  
San Mateo, CA 94404 USA  
Email: [support@makewonder.com](mailto:support@makewonder.com)  
(408) 842-9632

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