

# Shop

# Terms of Use

#### **Overview**

This website is operated by Evollve, Inc. Throughout the site, the terms "we", "us" and "our" refer to Evollve, Inc. Evollve, Inc offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of

Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

#### **Section 1 - Online Store Terms**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

# **Section 2 - General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

# Section 3 - Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### Section 4 - Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

# Section 5 - Products or Services (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

# Section 6 - Accuracy of Billing and Account Information

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 credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

# **Section 7 - Optional Tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## Section 8 - Third-party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

# Section 9 - User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Section 10 - Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

# Section 11 - Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Section 12 - Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

# Section 13 - Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Evollve, Inc, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **Section 14 - Indemnification**

You agree to indemnify, defend and hold harmless Evollve, Inc and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

# **Section 15 - Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **Section 16 - Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

# **Section 17 - Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

# Section 18 - Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 129 W. Torrance Blvd, Redondo Beach, CA, 90277, United States.

# **Section 19 - Changes to Terms of Service**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or

the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

# **Section 20 - Contact Informations**

Questions about the Terms of Service should be sent to us at contact@ozobot.com (mailto:contact@ozobot.com).

Get updates and infinite creative ideas.

Your email address

#### **Submit**

(/)

MEET EVO + BIT (/products)

Evo (/products/ozobot-evo)

Bit (/products/ozobot-bit)

THE PLAYGROUND (/play)

Games (/play/games)

Apps (/play/apps)

OzoBlockly Games (https://games.ozoblockly.com/)

OZOBLOG (https://blog.ozobot.com/)

#### **EDUCATORS** (/stem-education)

Lesson Library (https://portal.ozobot.com/lessons)

Classroom Kit (/stem-education/stem-classroom-kit)

SHOP (https://shop.ozobot.com/)

HELP (/support/faq)

ABOUT (/about-us)

Press (/press)

Jobs (/jobs)

Contact (/contact)

(https://twitter.com/Ozobot)

(https://www.facebook.com/ozobot)

(https://www.youtube.com/user/OZOBOT)

(https://www.instagram.com/ozobot/)

Terms of Use (/terms-of-use)

Privacy Policy (/privacy)

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# Shop

# **Privacy Policy**

Last Updated: June 29, 2018

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

# What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, address, and birthday to help you with your experience.

#### When do we collect information?

We collect name, email address, address, birthday, and IP address from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features.

# How do we use your information?

We use the information we collect from the Service mainly as follows: (i) to provide, maintain, protect and improve the Service (including data analytics), to develop new ones, and to protect Ozobot and our users; (ii) to respond to your submissions, questions, comments, requests and complaints and provide customer service; (iii) as part of our efforts to keep the services safe and secure; (iv) to protect Ozobot's rights or property; (v) for internal operations, including troubleshooting, data analysis, testing, research, customization, and improvements to service and experience on the Service; (vi) to send you confirmations, updates, security alerts, and support and administrative messages; and (vii) for any other legitimate business purpose for which the information was collected. We may use information to send periodic emails on the products, services, and features we think may be useful or relevant to you. You may opt out of email marketing by using the unsubscribe link in a marketing email or you may opt out by altering your account settings.

We may anonymize and aggregate data collected through the Service and use it for any purpose and share such data with other partners or third parties for our own internal use.

For personal data that is subject to General Data Protection Regulation 2016/679 ("GDPR"), we rely on several legal bases to process your data, which include (i) when you have given consent, which you may withdraw at any time by using https://ozobot.com/account/settings and other tools; (ii) when data processing is necessary to perform a contract with you, such as the Terms of Use (https://ozobot.com/terms-of-use), and (iii) our legitimate business interests, such as improving and personalizing the services, marketing new features or products that may be of interest to you, and promoting safety and security of our services and our users.

# How can you control your information?

We know members of our community value having control over their own information. We give you you the choice of providing, editing or removing certain information, as well as choice over how we contact you. You may access your account settings (https://ozobot.com/account/settings) and tools to access and control your personal data regardless of where you live. If you live in the European Economic Area, United Kingdom, and Switzerland ("Designated Region"), you have several legal rights regarding your information as discussed below.

Accessing and Exporting Data. By logging into your account, you may access your personal information and you can also download your personal information in a common file format.

Editing and Deleting Data. In your account settings, you can change or delete your personal information. Additionally, you may delete your account if you wish. If you choose to delete your account, most of your information will be deleted within 30 days, but it may take longer to delete all your data and other data stored in our backup systems due to size and complexity of our systems used to store data.

Objecting or Restricting Data Use. In your account settings, you have options to control our use of your data. You may limit how your information is visible to other users or made publicly available; and limit the notifications or emails you receive from us. Please note that should you opt-out of receiving notifications or emails from us, you will still receive administrative messages from us.

If you live in a Designated Region, you have the right to object to our processing of your information based on our legitimate interests and the right to object to the use of your information for direct marketing purposes. You may control our marketing communications to you by accessing your account settings. Additionally, you should review the "Do we use Cookies?" and Google sections for your options to control how we and our partners use cookies and other technologies for advertising. If you no longer wish to use Ozobot's services or receive service-related messages, then you may close your account.

If you have any questions about how to exercise these choices, please e-mail us at privacy@ozobot.com.

# How do we protect visitor information?

We are conscious of the importance of your data to you and conscientious about protecting that data from loss, theft, or misuse. We take steps to ensure that your information is treated securely and in accordance with this Privacy Policy. Unfortunately, no method of storing or transferring data can be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us.

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible. We use regular Malware Scanning. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. We implement a variety of security

measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

# How Long Do You Keep My Information?

We will retain your information for as long as your account is active or as needed to provide you services. If you no longer want us to use your information to provide you services, you may close your account. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

# Do we use 'cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

#### We use cookies to:

- Help remember and process the items in the shopping cart.
- Understand and save user's preferences for future visits.
- Keep track of advertisements.
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies. If you disable cookies, some features will be disabled. It won't affect the users experience that make your site experience more efficient and some of our services will not function properly. However, you can still place orders.

# **Third Party Disclosure**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. Should we share your personally identifiable information, we will only do so if we have prior consent. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

## Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. We use Google AdSense Advertising on our website. Google, as a third party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on their visit to our site and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy (https://policies.google.com/technologies/ads).

# We have implemented the following:

· Demographics and Interests Reporting.

We along with third-party vendors, such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions, and other ad service functions as they relate to our website.

### **Opting out:**

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising initiative opt out page (http://optout.networkadvertising.org/?c=1#!/) or permanently using the Google Analytics Opt Out Browser add on (https://tools.google.com/dlpage/gaoptout).

#### **Notice to Parents of Children**

This notice provides information for parents of children under 13 years of age, or any higher minimum age in the jurisdiction where that child resides, about our practices with respect to personal information that we collect from such children who register for and use our website, mobile applications, blogs, vlogs, (hereafter, collectively "Service") and indicate they are under the age of 13, or any higher minimum age in the jurisdiction where that child resides. Under the GDPR, a child is under the age of 16, but Member States of the European Union may choose to the lower the age level.

We do not knowingly collect, use, or disclose personal information from children under 13 years of age, except as permitted by the Children's Online Privacy Protection Act ("COPPA") and the Federal Trade Commission's rules implementing COPPA. In this section of the Privacy Policy, we use the term "personal information" as such term is defined in COPPA.

Summary of privacy practices related to information collected from users whose birth dates indicate they are children under 13 (or any higher minimum age in the jurisdiction where that child resides):

- The only personal information we collect from children under 13 (or any higher minimum age in the jurisdiction where that child resides) is a parent's email address solely for password reminder and reset purposes.
- The information we collect from child users is primarily used and disclosed to provide, customize, and improve the Service.
- We will not display advertising or send marketing messages to users under 13 (or any higher minimum age in the jurisdiction where that child resides).
- We may share information collected from children under 13 (or any higher minimum age in the jurisdiction where that child resides) with our service providers so they may help us provide Services, but we do not typically share such information with other third parties as part of providing the Service.

Parents and guardians can request that we stop collecting and delete any personal
information we collected from their children, but we will no longer be able to provide such
children with access to the Service.

# **California Online Privacy Protection Act**

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. See more at: https://consumercal.org/about-cfc/cfc-education-foundation/california-online-privacy-protection-act-caloppa-3/

# According to CalOPPA we agree to the following:

- Users can visit our site anonymously
- Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website.
- Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above.
- Users will be notified of any privacy policy changes: on our Privacy Policy page
- Users are able to change their personal information: by emailing us

# How does our site handle do not track signals?

We honor do not track signals and do not track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

# Does our site allow third party behavioral tracking?

It's also important to note that we do not allow third party behavioral tracking.

# **COPPA (Children Online Privacy Protection Act)**

When it comes to the collection of personal information from children under 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, the nation's consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online. We do not collect information from children under 13.

We adhere to the following COPPA tenants: parents can review, delete, manage or refuse with whom their child's information is shared through contacting us directly.

# **Fair Information Practices**

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information. In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur: we will notify the users via email within 7 business days. We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

### **User content**

User content means any and all information and content that Ozobot community members ("Members") submit, transmit or publish to, or upload or post on, this site, including videos, photos, images, comments, lessons, workshops, activities, games and other instructional materials ("Content"). We do not guarantee any confidentiality with respect to any Content you submit. You agree that you are responsible for actions and communications undertaken on this site under your account. We take no responsibility and assume no liability for any Content uploaded or otherwise transmitted by or to you or by or to any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, infringement, obscenity, pornography or profanity you or a third party may encounter.

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on this site. You affirm, represent, and warrant that you own or have

the necessary licenses, rights, consents, and permissions to publish Content you submit. You acknowledge that we do not pre-screen submitted Content, but that we shall have the right (but not the obligation), in our sole discretion, and without prior notice, to reject or remove any Content that is available via this site. You acknowledge that we may review your Content for adherence to our guidelines and compliance with these Terms.

You retain all ownership rights in your Content. However, by submitting Content to the site, you hereby grant, and you represent and warrant that you have the right to grant, to us a non-exclusive, transferable, sublicensable, royalty-free, worldwide license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with this site and our business, including for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You further grant to us, and represent and warrant that you have the right to grant, a non-exclusive, transferable, sub-licensable, royalty-free worldwide license to use any intellectual property related to the Content that you post on or in connection with our site. You hereby grant, and you represent and warrant that you have the right to grant, to Members and other users of the site, a nonexclusive license to access your Content through the site.

# Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. The Ozobot application may direct children to third party sites that may collect personal information from children. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

# **Subsequent Transfers**

In the event that Ozobot is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, Ozobot reserves the right to sell or transfer user information (including personal information) as part of any such transaction. If we are involved in a merger, acquisition, or sale of assets, we will continue to take measures to protect the confidentiality of personal information and give users notice before transferring any personal information to a new entity. To the maximum extent allowable by law, the Privacy Policy will apply to the user information as transferred to the successor entity.

## **Contact Ozobot**

If you have questions or suggestions you can contact Ozobot's support team by sending an email to privacy@ozobot.com, or writing to:

Ozobot Support Team - Privacy Policy 129 W. Torrance Blvd. Redondo Beach, CA 90277

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