

## TERMS OF USE

THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE. BY USING THIS SITE (DEFINED BELOW), YOU ARE ACCEPTING THE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

These Terms of Use ("**Agreement**" or "**Terms of Use**") for the <https://www.islandlifekids.com> website, application, or other interactive service that includes an authorized link to this Agreement (all such websites, applications and other interactive services are referred to collectively as the "**Site**"). This Site is fully controlled and operated by Island Life Entertainment LLC dba Island Life Kids, which shall be referred to as "**ILE**," "**we**," "**us**" or "**our**".

By accessing and using this Site, you are hereby agreeing to be legally bound by these Terms of Use. We reserve the right, at our sole discretion, to change, modify, or otherwise alter these Terms of Use at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof. Please review the Terms of Use periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revised Terms of Use.

IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS OF USE, YOU MAY NOT USE OR VISIT THE SITE.

### 1. OWNERSHIP OF INTELLECTUAL PROPERTY

All Site software, design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, and other copyrightable or otherwise legally protectable elements of the Site, and the selection, sequence, look and feel, and arrangements thereof, and trademarks, service marks, logos and trade names used on the Site (individually and collectively, the "**Material**") are the property of ILE and/or its subsidiaries, affiliates, assigns, licensors, or other respective owners and are protected, without limitation, pursuant to U.S. and foreign trademark, copyright, patent and other intellectual property laws. Except as otherwise specifically noted on this Site or in connection with any particular Material, ILE hereby grants you a personal, non-exclusive, non-assignable, and non-transferable license and right to view and display, for your noncommercial and personal use only, the Material, provided that you maintain (without alteration) all copyright and other notices contained in such Material and software. You further agree that where specifically noted on this Site or in connection with any Material or software, you will use such Material or software, as the case may be, in accordance with such specific terms and instructions. You acknowledge and agree that you may not sublicense, sell, assign, lease, or otherwise transfer this license or any Material and that no title to the Material has been or will be transferred to you from ILE or anyone else. You agree not to reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast, or circulate any Material to any third party (including, without limitation, the display and distribution of the Material via a third party website) without the express prior written consent of ILE. Use of ILE's and/or its licensors' Material is only permitted with their express written permission. You further agree that you will not disassemble, decompile, reverse engineer, or otherwise modify the Material.

You may not use the Material in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction. Use of spiders, robots, and similar data gathering and extraction tools is expressly prohibited. All rights not expressly granted herein are reserved. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws. We require users to respect our copyrights and other intellectual property rights.

## **2. REGISTRATION**

If we offer user registration on the Site, to register as a member of the Site, there may be a few options for you to register, including Site registration and/or third party social platform sign-on. In each case, you may be required to either use a pre-existing user name and password (together, your "**User ID**") or select a new User ID. Additional information may be requested and/or required during the registration process. After you have registered for the Site, we may recognize you when you visit the same website, application, or other interactive service across devices (such as when you login) and permit you to login on such website, application, or other interactive service. Also note that, for your online privacy and security, if other people have access to your device, we recommend you log out of your account after visiting any of the websites, applications, or other interactive services that are associated with your account.

We may also provide you with access to certain features or functions that we may offer on the Site, such as the option to participate in newsletters, commenting, and shopping. To sign up for or participate in these features or functions, you may be required to provide us with certain information about you in order for us to personalize and/or allow you to use such features and functions. For example, if we offer e-Commerce services on this Site, if you order any of our goods or services through such services, in addition to your name and contact information, we (or our operational service providers that we use to provide the e-Commerce service) may also collect and/or maintain your billing address, shipping address, selections, credit card or other payment instrument information, order number, and information about your computer's internet address and website, which may have referred or directed you to the Site (e.g., the referring URL).

The Site may also provide features, functions, and/or services powered by a third party social media network or other third party. For example, information may be disclosed to a third party through plug-ins offered by such third party (such as, likes, shares or commenting). Please take care when using any third party service and familiarize yourself with the third party's policies and agreements, if any, that govern such use.

To learn how we may use the information we collect during the registration process, please read our [Privacy Policy](#).

## **3. COMMENTS AND OTHER POSTINGS**

To the extent that portions of this Site provide users an opportunity to submit, post, and/or exchange comments, information, ideas, opinions, photographs, images, video, creative works, or

any other material (the "**Postings**"), and/or their online user names (the "**User Names**"), please be advised that Postings do not necessarily reflect the views of ILE. In no event shall ILE assume or have any responsibility or liability for any Postings or User Names or for any claims, damages, or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary ownership and other rights in and to all Postings and User Names you provide and all information they contain and that such Postings and User Names shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. If your Posting incorporates the name, voice, likeness, and/or image of any individual, you represent and warrant that you have the right to irrevocably grant ILE permission to use such name, voice, likeness, and/or image of such individual appearing in the Posting in all media throughout the world in perpetuity.

By submitting a Posting, you hereby authorize ILE to use, and authorize others to use, your Postings and User Names in whole or in part, on a royalty-free basis, throughout the universe in perpetuity in any and all media, now known or hereafter devised, alone, or together or as part of other material of any kind or nature, including without limitation commercial use on and advertising and promotion of the Site. You hereby waive and relinquish any claim based upon "moral rights" (as that term is commonly understood) or any rights of attribution or integrity in connection with content submitted to us hereunder. This license grant, and the above waiver of any applicable moral rights, survives any termination of this license. Without limiting the foregoing, ILE will have the right to use and change the Postings in any manner, either with or without the User Name, that ILE may determine. Notwithstanding the foregoing, ILE will have no obligation to use the Postings or the User Names. Please be advised that in no event shall ILE assume or have any responsibility or liability for the manner in which the Posting is exploited or for any claim, damages, or losses resulting from their use and/or appearance on ILE, affiliated television program services, or elsewhere. ILE does not allow Postings which contain:

- Private or personal information which might identify a user;
- Profanity or obscenities;
- Personal attacks on other individuals;
- Slanderous, defamatory, obscene, pornographic, threatening, and harassing comments; and/or
- Other information that ILE deems in its sole discretion to be inappropriate as consistent with applicable law.

The comments, activities, and message boards may be used for noncommercial purposes only. Users may not post any information intended to promote and/or generate revenue for any third party business activity. Although ILE periodically monitors the content posted on this Site, we cannot be responsible for the views or opinions expressed by third parties. Nonetheless, ILE will make every effort to ensure that the comments, activities and message boards best serve the interests of all users and, therefore, ILE reserves the right to refuse to post, edit, or delete comments or messages that violate the above-referenced rules, as well as revoke the privileges of users who do not comply with such rules.

ILE does not represent or endorse the accuracy or reliability of any advice, opinion, statement, suggestion, or other information offered by third parties that is displayed or distributed throughout our website. Users acknowledge that any reliance upon any such advice, opinion, statement, suggestion, or information shall be at your sole risk.

If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the Copyright Policy below), please email [taryn@islandlifekids.com](mailto:taryn@islandlifekids.com) to send us a message about it). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

To the extent you share Postings and User Names on other sites (such as social media platforms) they will be subject to the privacy policies and terms of use of those other sites and not the Privacy Policy and Terms of Use of ILE. Similarly, we may give you the option to share your Postings and User Names with others on social media platforms, such as Instagram, Facebook or Twitter. When you share in this manner, the privacy practices and terms of use of the social media platform control. Please consult the privacy policies and terms of use of any social media services or other third parties with which you share information in this manner to learn more.

#### **4. YOUR RESPONSIBILITIES**

You may use this Site only for lawful, non-commercial purposes. You may not submit or transmit through this Site (whether via message boards, comments, or otherwise) any material, or otherwise engage in any conduct that:

- a. Violates or infringes the rights of others, including without limitation patent, trademark, trade secret, copyright, publicity, or other proprietary rights;
- b. Involves uploading, posting, emailing, transmitting, or otherwise making available any Postings that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- c. Is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, pornographic, vulgar, profane, obscene, or transmits any information or data that ILE deems in its sole discretion to be inappropriate for this Site;
- d. Victimizes, harasses, stalks, degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age, or disability;
- e. Contains any personally identifiable information or other information, which might be used to identify or locate another user;

- f. Harms minors in any way;
- g. Impersonates any person, business, or entity, including ILE or its employees and agents or any forum leader, guide, or host, or in any way falsely states or misrepresents your affiliation with a person or entity;
- h. Involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Postings transmitted through this Site;
- i. Contains viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- j. Encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- k. Instigates or encourages others to commit illegal activities or cause injury or property damage to any person;
- l. Is intended to promote and/or generate revenue for any third party business activity;
- m. Violates these Terms of Use or any guidelines or policies posted on this Site; or
- n. Otherwise interferes with the use or enjoyment of this Site by others.

ILE discourages the use of profanity or obscenities in Postings and any Postings containing prohibited language will not be posted on the Site. ILE reserves the right to delete any such material from the Site and to cooperate fully with any investigation of any person or persons who violate the Terms of Use. You may not use this Site in any manner that could damage, disable, overburden, or impair our servers or networks. You may not attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

## **5. CONTESTS, SWEEPSTAKES, ELECTRONIC POSTCARDS, AND OTHER ACTIVITIES**

From time to time, ILR or its suppliers and advertisers may conduct promotions on or through the Site, including without limitation auctions, contests, sweepstakes, and electronic postcards ("**Promotions**"). Each such Promotion may have additional terms, conditions, and/or rules, which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of these Terms of Use (the "**Rules**"). If any conflict arises between these Terms of Use and the Rules, the Rules shall govern for purposes of your participation or involvement in the Promotion to which the Rules relate.

## **6. SHOPPING**

If ILE offers certain e-Commerce to enable you to purchase goods and services through our Site (the "**E-Commerce Service**" or "**Shop**"), additional terms (such as those available on or through the Shop page) apply to your use and access of the E-Commerce Service, which are incorporated herein by reference. ILE does not guarantee that product descriptions or other content will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Site do not imply ILE's endorsement of such products. ILE reserves the right, with or without prior notice, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, or other similar promotions; to bar any user from conducting any or all transactions; and/or to refuse to provide any user with any product. Price and availability of any product are subject to change without notice.

## **7. DISCLAIMER AND LIMITATION OF LIABILITY**

THIS SITE, AND ALL MATERIALS, GOODS AND SERVICES, AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL FEATURES, FUNCTIONS, OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ILE IS NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS RELATING TO YOUR USE OF THE SITE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY, AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING WITHOUT LIMITATION, POSTINGS AND MATTERS ASSOCIATED WITH YOUR USE OF THE SITE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY, AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING WITHOUT LIMITATION, POSTINGS AND MATERIALS ASSOCIATED WITH YOUR USE OF THE SITE.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, ILE, ITS SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ANY OF THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, RELATING TO THE SITE OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE

DAMAGES, HOWEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE IS MAINTAINED ON SERVERS IN THE UNITED STATES AND ILE DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

NOTWITHSTANDING ANY CLAIM THAT A SOLE OR EXCLUSIVE REMEDY WHICH IS PROVIDED IN THIS AGREEMENT MAY OR DOES FAIL OF ITS ESSENTIAL PURPOSE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS OR DAMAGE SHALL BE LIMITED TO HAVING ILE, UPON WRITTEN NOTICE FROM YOU TO US, ATTEMPT TO REPAIR, CORRECT, OR REPLACE ANY DEFICIENT GOODS OR SERVICES UNDER THIS AGREEMENT AND, IF REPAIR, CORRECTION, OR REPLACEMENT IS NOT REASONABLY COMMERCIALY PRACTICABLE FOR ILE, TO REFUND ANY MONIES ACTUALLY PAID BY YOU TO ILE FOR THE GOODS OR SERVICES INVOLVED AND TO TERMINATE AND DISCONTINUE YOUR USE OF THE SITE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SITE, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY SOME MESSAGES AND TRANSMISSIONS MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT ILE ASSUMES NO LIABILITY, RESPONSIBILITY, OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE, OR DELIVER TRANSACTIONS OR POSTINGS, OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY POSTINGS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SITE FOR ANY TRANSACTIONS OR POSTINGS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

## **8. THIRD PARTY SERVICE PROVIDERS**

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility, or liability on the part of ILE, any of its successors and assigns, and any of its officers, managers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and service providers. ILE does not verify, endorse, or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, even if ILE's logos or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects personal information or other information from you, in no event shall ILE assume or have any

responsibility or liability. Please read our Privacy Policy, which describes how we collect and use your personal information and other information and certain of our relationships.

Your correspondence or business dealings with, or participation in promotions of, third party service providers and advertisers found on or through this Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party service provider or advertiser, as the case may be. You agree that, to the fullest extent permissible pursuant to applicable law, ILE shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party service providers and advertisers on this Site.

## **9. INDEMNIFICATION**

You agree to indemnify, defend, and hold ILE, its subsidiaries, and affiliates, and any of their successors and assigns, and any of their respective officers, managers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and service providers harmless from and against any and all claims, actions, losses, expenses, damages, and costs (including reasonable attorneys' fees), resulting from any alleged or actual breach or violation of these Terms of Use by you. ILE reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with ILE in the defense of any such claim, action, settlement, or compromise negotiations, as requested by ILE.

## **10. TERMINATION OR SUSPENSION OF ACCESS; MODIFICATION TO SITE**

ILE reserves the right to terminate, suspend, or otherwise restrict your use of and access to this Site, or any portion hereof, with or without notice at any time for any reason whatsoever, with or without cause, including, but not limited to, your violation of these Terms of Use or any inappropriate or unlawful behavior on your part. In addition, ILE reserves the right to modify or discontinue this Site or any portion hereof at any time with or without notice. ILE shall not be liable to you or any third party for any such termination, suspension, restriction, modification or discontinuance.

## **11. PRIVACY POLICY**

Certain information we may collect about you is subject to our Privacy Policy. Please review our Privacy Policy, which is incorporated herein by reference, for disclosures relating to our collection and use of such information.

## **12. ELECTRONIC DELIVERY POLICY**



By using this Site, you agree that we may provide to you required notices, agreements, and other information concerning the Site electronically by posting on the home page of this Site or on the relevant web page.

### **13. RESOLUTION OF DISPUTES: BINDING ARBITRATION**

BY USING THE SITE, YOU AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY MAY HAVE AGAINST ILE ARISING OUT OF, RELATING TO, OR CONNECTED IN ANY WAY WITH YOUR USE OF THE SITE OR THESE TERMS OF USE, SHALL BE ARBITRATED ACCORDING TO THE ARBITRATION RULES, PROCEDURES & PROTOCOLS OF DISPUTE PREVENTION & RESOLUTION, INC. (“DP&R”). THE ARBITRATION SHALL BE CONDUCTED IN HONOLULU, HAWAII BY A SINGLE INDEPENDENT ARBITRATOR WHO SHALL BE MUTUALLY APPOINTED BY THE PARTIES, EXCEPT THAT IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER NOTICE IS GIVEN OF A DEMAND FOR ARBITRATION, THE SINGLE INDEPENDENT ARBITRATOR SHALL BE SELECTED FROM A LIST OF THREE TO BE PROVIDED BY DP&R WITH EACH PARTY STRIKING ONE NAME FROM THE LIST. THE DECISION AND AWARD MADE BY THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT IN THE STATE OF HAWAII HAVING JURISDICTION PURSUANT TO CHAPTER 658A OF THE HAWAII REVISED STATUTES.

THIS CLAUSE DOES NOT PREVENT EITHER PARTY FROM APPLYING FOR INJUNCTIVE REMEDIES WITH ANY STATE OR FEDERAL COURT IN THE STATE OF HAWAII.

### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

These Terms of Use shall be governed by, and construed and enforced in accordance with, the laws of the State of Hawaii without regard to conflicts of law principles. The courts of the State of Hawaii, and the United States District Court for the District of Hawaii, and no other courts, shall have exclusive original jurisdiction over any claim seeking injunctive relief relating to these Terms of Use or your use of the Site.

### **15. MISCELLANEOUS**

ILE operates and controls this Site from its offices in the United States of America. We make no representation that content on this Site is appropriate or available for use in locations outside the United States. If you choose to access this Site from a location outside the United States, you do so of your own initiative and you alone are responsible for compliance with local laws. Under no circumstances is ILE responsible for ensuring that the Site is in compliance with the local laws of jurisdictions outside the United States, except as may be provided for in our Privacy Policy. No

software from this Site may be downloaded, exported or re-exported in violation of any law including, without limitation, to countries that are subject to U.S. export restrictions. These Terms of Use contain the entire understanding and supersede all prior understandings of the parties hereto relating to the subject matter hereof and cannot be changed or terminated orally. Notwithstanding the foregoing, you also may be subject to additional or separate terms and conditions, rules, or policies that may apply when you use certain features and services or purchase certain products that may be made available through this Site. If any provision of these Terms of Use is found to be illegal or unenforceable, these Terms of Use will be deemed curtailed to the extent necessary to make them legal and enforceable and will remain, as modified, in full force and effect.

## **16. COPYRIGHT POLICY: NOTICES AND PROCEDURES FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Site should be sent to the designated copyright agent below. **ALL INQUIRIES NOT RELEVANT TO, OR NOT COMPLYING WITH, THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.**

ILE respects the intellectual property of others, and our users must do the same. ILE will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, ILE will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide ILE with the following information. Please be advised that to be effective, your notice must include ALL of the following:

- A physical or electronic signature of the copyright owner or the person authorized to act on the copyright owners behalf;
- A description of the copyrighted work claimed to have been infringed;
- A description of the infringing material and information reasonably sufficient to permit ILE to locate the material (e.g. where it is located on the Website or Services and/or hyperlinks to the allegedly infringing item);
- Your contact information, including your address, telephone number, and email;
- A statement by you 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 the pains and penalties of perjury, that you are the copyright owner or authorized to act on behalf of the copyright owner.
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Notices of claimed copyright infringement should be directed to:

By Mail:

Island Life Kids  
PO Box 161223  
Honolulu, HI 96816  
Attn: Copyright Agent for Island Life Kids

By Email:

taryn@islandlifekids.com (**Please include "Notice of Copyright Infringement" in the subject line.**)

If a copyright notice that meets the requirements above is received by ILE's Copyright Agent, ILE may remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity and send a copy of the notice to the user who posted the material at issue.

THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING PROJECT NOOSPHERE THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER TYPES INQUIRIES WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

All other claims of intellectual property infringement (e.g. trademark or patent infringements) will be handled in accordance with applicable law.

ILE may disclose users' contact information to third-parties who comply with the complaint procedure above or in order to comply with a court order or applicable law.

Users who infringe on intellectual property rights of others may have their user accounts and/or access to the Site removed or disabled at any time in ILE's sole and absolute discretion.

These Terms of Use were last updated on January 1, 2023.