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## **1. USE OF PRODUCTS AND SERVICES**

BABYLEGS LLC ("Company") offers Products and Services to you. In order to access and/or purchase certain Products and/or Services, you may be required to provide current, accurate identification, contact, and other information as part of the registration and purchase process and/or continued use of Company Services.

Company will not be liable to you for any direct, indirect, consequential, special or other damage resulting from the transmission from the Company Website to your computer systems of viruses, worms, trojan horses or other destructive items, however caused, such damage to include, without limitation, loss of profits, interruption to business, loss of the whole or any part of a program or any data howsoever stored whether saved on a computer system or otherwise.

## **2. APPROPRIATE CONDUCT**

You agree to use Company Services, including but not limited to online purchases, online chat help or other forums, posting of any Content, and access and use any Links on Company's Website, only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Company Services or other business operations. If you are found to have misused any Company Services, Company reserves the right to immediately block your access to its Services. If your misuse is against local, state or federal law, Company may also report you to the appropriate police agency. Please refer to Company's Privacy Policy for information on Company's procedure regarding disclosure of private information in relation to violations of the law by users of Company Products and Services or Links. To report any activity or Content that may violate the Terms, please email us at [info@babylegs.com](mailto:info@babylegs.com)

In addition to this Agreement, your use of some specific Company Products and Services are governed by the policies or guidelines specific to those Products and/or Services and which are specifically incorporated into this agreement.

## **3. COMPANY PRIVACY POLICY**

For information about our data protection practices, please see our Privacy Policy at <http://www.babylegs.com/newWeb/BLPrivacy.pdf>, which is incorporated by reference into this Agreement. By using Company Products and/or Services, you acknowledge and

agree that Company may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Company, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of Company Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

#### **4. PROPRIETARY RIGHTS**

##### *Company's Rights*

You acknowledge and agree that Company Services and any necessary software used in connection with Company Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that content contained presented to you through Company Services or Links is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Company or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on content, Company Services or Software, in whole or in part except as specifically authorized in a separate written agreement.

Except as expressly authorized by Company you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Company's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Company Services or Software.

##### *Your Rights*

By submitting Content, namely written information and/or photographs, to Company, you are granting Company permission to make it available to you and members of the public via Company Website. Company is not responsible for loss or damages resulting from transmission of materials through its Website.

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display on or through Company Services and you are responsible for protecting those rights, as appropriate. You further represent and warrant that you have the full right, power, and authority to use any Content you submit to Company, and that such use is not in violation of applicable copyright or other intellectual property laws. You are solely responsible and liable for any damages resulting from your failure to obtain permission to use any content you submit. Company is not responsible for any copyright or other intellectual property law violations intentionally or inadvertently made by you. By submitting content to Company make available on Company Website, you represent and warrant that you have obtained the necessary permission to submit and use such content for your own personal, non-commercial use. In accordance with the United States' Digital Millennium Copyright Act, it is Company's policy to respond to allegations of infringing work on Company's Website and/or systems, and to terminate your access to the Website and/or systems upon learning of repeat copyright infringements.

## **5. POLICIES REGARDING COPYRIGHT AND TRADEMARKS**

It is our policy to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act or other applicable law and to terminating the accounts of repeat infringers. Any use of Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with the Terms and only with express written permission from Company.

## **6. PERSONAL NON-COMMERCIAL USE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Company Services, use of Company Services, or access to Company Services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

## **7. GENERAL PRACTICES REGARDING USE AND STORAGE**

You agree that Company has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Company Services.

Upon the termination of your use of Company Services, including upon receipt of a certificate or other legal document confirming your death, Company will close your account and you will no longer be able to retrieve Content contained in that account.

## **8. RETURN POLICY**

### **For United States Online Orders:**

You may return most items sold by Company within 30 days of delivery for a full refund (less original S&H fee). Company will pay any return shipping cost if the return is a result of our error.

We also **cannot** accept returns or exchanges for certain items under **any** circumstances, including:

- Any item that is returned more than 30 days after delivery.
- Any item that is not in its original condition, is damaged, or is missing parts.
- Any product missing the serial number or UPC.
- Any "Final Sale" items as marked on the Website.

If you received your item(s) from Company as a gift from a friend or relative who placed the order through our Website, please have the gift giver contact us to arrange the appropriate return or exchange.

**For International Online Orders:** International orders should be placed through an international distributor of Company. Inquiries may be addressed to our International Accounts Manager at [international@babylegs.com](mailto:international@babylegs.com).

## **9. MODIFICATIONS TO PRODUCTS AND SERVICES**

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Company Products and/or Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of Company Products and/or Services.

## **10. TERMINATION**

You may discontinue your use of Company Services at any time. You agree that Company may at any time and for any reason, including a period of account inactivity, terminate your access to Company Services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Company Services, your account or any files or other content contained in your account. Sections 10 (Termination), 13 (Indemnity), 14 (Disclaimer of Warranties), 15 (Limitations of Liability), 16 (Exclusions and Limitations) and 20 (including choice of law, severability and statute of limitations), of the Terms, shall survive expiration or termination.

## **11. LINKS**

Company makes no representations as to the security, quality or propriety of any Website which may be accessed through Company's Website. Connected Websites accessed through this Website are independent Websites over which Company does not exercise any control, whether financial, editorial or of any other kind and are not in any way endorsed by Company. Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly

or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **12. INDEMNITY**

You agree to hold harmless and indemnify Company, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Company") from and against any third party claim arising from or in any way related to your use of Company Products and/or Services, violation of the Terms or any other actions connected with use of Company Products and/or Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature, including the transaction of payment by third party vendors.

## **13. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF COMPANY PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. COMPANY PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. COMPANY DOES NOT WARRANT THAT (i) COMPANY PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, (ii) COMPANY PRODUCTS AND SERVICES WILL BE TIMELY, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF COMPANY PRODUCTS AND SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH COMPANY SERVICES WILL MEET YOUR EXPECTATIONS.
- c. ANY MATERIAL OBTAINED USING COMPANY PRODUCTS AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM COMPANY SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **14. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE COMPANY PRODUCTS AND SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM COMPANY SERVICES; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PRODUCTS AND SERVICES; OR (iv) ANY OTHER MATTER RELATING TO COMPANY PRODUCTS AND SERVICES.

## **15. EXCLUSIONS AND LIMITATIONS**

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **16. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

## **17. NOTICE**

You agree that Company may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Company Products and Services.

## **18. FORCE DE JURE**

The obligations of Company to fulfill the terms of this Agreement will be waived in the event of force majeure (such as, but not limited to, inclement weather, public emergency or calamity, strike, labor disturbance, fire, interruption of transportation, casualty, physical disability, illness, flood, Act of God, or other disturbance or any governmental restriction) prevents normal and usual operation of Company.

## **19. GENERAL INFORMATION**

*Entire Agreement.* The Terms (including any policies, guidelines or amendments that may be presented to you from time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Company and govern your use of Company Products and Services, superseding any prior agreements between you and Company for the use of Company Products and Services.

*Choice of Law and Forum.* The Terms and the relationship between you and Company shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and Company agree to submit to the personal and exclusive jurisdiction of the courts located within King County, Washington.

*Waiver and Severability of Terms.* The failure of Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Company Product and/or Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms are for convenience only and have no legal or contractual effect.