



“ A Safe Place Where Parents Know Their Children Will Glow” ©

**PLEASE READ THE FOLLOWING TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING OR USING GLOWHOUSE™/GLOWHOUSE KIDS™ (“GHK”) WEBSITE, INCLUDING BUT NOT LIMITED TO ALL SUBPAGES (“GlowHouseKids.com”), YOU UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO THESE TERMS.**

#### **I. User Content; Prohibited Content; Social Media and Posts GlowHouseKids.com**

- A. You agree to access and use GlowHouseKids.com only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of GlowHouseKids.com. By accessing GlowHouseKids.com, you agree that you will not:
1. use GlowHouseKids.com to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense;
  2. use GlowHouseKids.com in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability;
  3. use GlowHouseKids.com for unlawful, false, fraudulent, impersonating or forging, threatening, harassing, defamatory, obscene, abusive, or profane material;
  4. use GlowHouseKids.com to upload any content that contains a software virus, “Trojan Horse” or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of GlowHouseKids.com or the hardware or software of any other person who accesses GlowHouseKids.com;
  5. upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship;
  6. use any material that could infringe any intellectual property or privacy or other rights, or violate any law;

7. use unauthorized commercial communications, such as spam and multi-level marketing solicitations;
  8. alter, damage, or delete any content posted on Glowhousekids.com;
  9. disrupt GlowHouseKids.com or its servers or networks in any way; or
  10. claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent; all of which constitutes “Prohibited Content”. We may disclose the identity of anyone posting or transmitting any Prohibited Content, and we may disclose the identity of other third party posters if required by law.
- B. GHK reserves the right to suspend access to GlowHouseKids.com if it has reason to believe that the access is being used for any of the prohibited purposes enumerated in Section I(A)(1-10) above. GHK shall provide notice of such suspension if you have provided GHK with an email or other electronic address or mail address when accessing Glowhousekids.com. (Notice shall be given to you at (one of) the address(es) provided.)
- C. Any user comments, content, materials or communications related to the Sites in any manner, including any social media or comments section accessible from the Sites (“User Content”) may not contain Prohibited Content. You grant us a perpetual, paid-up, royalty-free license to use, copy, exploit, sublicense, adapt, perform, and modify all such User Content once posted or transmitted. We may monitor, disclose, transfer, edit or delete any User Content at any time, and may terminate your access to the Sites, and you have no expectation of privacy or exclusive ownership of User Content. We may use User Content and ideas suggested by users for any purpose, including reproduction, disclosure, transmission, publication, broadcast and in developing products and services. If you want to report any violations of these Terms, please email us at [Info@GlowHouseKids.com](mailto:Info@GlowHouseKids.com). We do not warrant, verify, or guarantee the quality or accuracy of information that you may access. You understand that you shall remain solely liable for any and all content that you post. We assume no responsibility or liability arising from the posting of User Content, including Prohibited Content on the Sites. We are not responsible for any content from third parties and do not endorse it. We may not monitor third party postings, but reserve the right to do so.

## **II. YOUR PASSWORDS AND ACCOUNT SECURITY**

- A. You agree and understand that you are responsible for maintaining the security and confidentiality of passwords associated with any account you use on GlowHouseKids.com.
- B. Accordingly, you agree that you will be solely responsible to GHK for all activities that occur under your account.

- C. If you become aware of any unauthorized use of your password or of your account, you agree to notify GHK immediately.
- D. GHK reserves the right to suspend your account if GHK deems you are using the account in violation of Article I of these Terms above.

### **III. INFORMATION YOU PROVIDE**

In order to use certain aspects of Glowhousekids.com, you may be required to provide information about yourself. You agree that any information you give to GHK will always be accurate, correct and up to date. To learn how GHK may use such information, please read GHK's Privacy Policy.

### **IV. INTELLECTUAL PROPERTY**

- A. GHK respects the intellectual property of others and it asks its users to do the same. Service marks and trademarks contained in or displayed on Glowhousekids.com, and the contents of linked sites operated by third parties, are the property of their respective owners (which may be GHK). All other design, information, text, graphics, images, pages, interfaces, links, software, and other items and materials contained in or displayed on Glowhousekids.com, and the selection and arrangements thereof, are the property of GHK. All rights are reserved.
- B. Trademarks: GlowHouse™ and GlowHouse Kids™ and other logos, page headers, icons, domain names, service names, and trade dress are common law trademarks, registered trademarks or trade dress of GHK (collectively "Marks"). Our Marks may not be used by you in connection with any product or service that is not GHK's, in any manner that is likely to cause confusion among customers, or in any manner that disparages us. All other trademarks not owned by GHK that appear on this site are the property of their respective owners, who may not be affiliated with, connected to, or sponsored by GHK.
- C. Digital Millennium Copyright Act ("DMCA") Notice/Takedown Request

If you believe that your work has been copied in a way that constitutes copyright infringement via its display on, or other use by, Glowhousekids.com, you may submit a notice pursuant to the DMCA by providing GHK's DMCA Designated Agent (see Section IV, D(6) below) with the following information in writing:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit GHK to locate the material;
4. information reasonably sufficient to permit GHK to contact you, such as an address, telephone number, and, if available, an email address;
5. a statement that you (and, if applicable, the person or entity on whose behalf you are acting) 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
6. 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.

#### D. DMCA Counter-Notice

You do not have the right to post material to Glowhousekids.com unless given such right by GHK. If GHK has given you permission to post an array of material to Glowhousekids.com, and the specific material you posted has been taken down pursuant to the DMCA, you may submit a counter-notice pursuant to the DMCA by providing GHKs DMCA Designated Agent (see Section IV(6) below) with the following information in writing:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that the you consent to the jurisdiction of the United States federal district court for the judicial district in which your address is located, or if your address is outside of the United States, that you consent for any judicial district in which jurisdiction of GHK may be found, and that you will accept service of process from the person who provided notification under Section IV or an agent of such person.

5. You acknowledge that if you fail to comply with all of the above requirements for a DMCA Notice/Counter-Notice (as applicable), your Notice/Counter-Notice may not be valid.
6. GHK's Designated Agent under the DMCA for Glowhousekids.com can be reached as follows:

Elisa DiChristina at [Elisa@GlowHouseKids.com](mailto:Elisa@GlowHouseKids.com)

E. For clarity, only DMCA notices should go to the Designated Agent.

F. Our Ownership and Your Use of Our Site

Our Site and its entire contents, features, and functionality, including all content, images, photos, video and audio, text, designs, data compilations, organization, selection, and arrangement, and software within or related to our Site, are our property. These Terms permit you to use our Site solely for your personal, non-commercial use.

Our Site is protected by copyright and may not be distributed, modified, reproduced or used, in whole or in part, without our prior written consent. You may not copy, download, or upload any portion of our Site except for: (i) automatic page caching; and (ii) to the extent necessary to use our Site for its intended personal, non-commercial use, for example to register for parties, offers or classes.

Our Site is intended solely for the personal information of the user. You may not re-sell our products and services. You may not use our Site or related materials for commercial use. You may not send unsolicited communications either: (a) using our Site or related content, or (b) related to our Site, except in ways designated for that purpose.

Our Site may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on our Site; (ii) send e-mails or other communications with certain content, or links to certain content, on our Site; or (iii) cause limited portions of content on our Site to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with.

Subject to the foregoing paragraph, you may not utilize framing to enclose any of our trademarks or designs. You may not use any metatags or any other "hidden text" utilizing our trademarks. You may not use any deep-links, page scrape, robots, or other automated method to access, copy, or distribute any part of our Sites. You may not send unsolicited email to us, our franchisees, or others identified by or through our website. You may not use information on our Site to contact or solicit us or our franchisees, if any (except as

may be permitted on our Site for non-commercial purposes), or our customers or their children.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

## **V. LINKS TO SITES OF NON-GHK'S ENTITIES**

Glowhousekids.com may contain links to other sites on the Internet that are operated by parties other than GHK. GHK does not imply approval of the listed destinations, warrant the accuracy of any information set out in those destinations, or endorse any opinions expressed therein. Like Glowhousekids.com, all other websites operate under the auspices and at the direction of their respective owners who should be contacted directly with questions regarding the content of those sites.

## **VI. DISCLAIMERS**

- A. GLOWHOUSEKIDS.COM AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE QUALITY, CONTENT, ACCURACY, COMPLETENESS, CURRENCY, FREEDOM FROM INTERRUPTION, FREEDOM FROM COMPUTER VIRUS, FREEDOM FROM ERRORS OR OMISSIONS, NON-INFRINGEMENT OF CONTENT PLACED ON GLOWHOUSEKIDS.COM (WHETHER BY GHK OR A THIRD PARTY) INCLUDING ANY OF THE DESIGN, INFORMATION, TEXT, GRAPHICS, IMAGES, PAGES, INTERFACES, LINKS, SOFTWARE, OR OTHER MATERIALS AND ITEMS CONTAINED IN OR DISPLAYED ON GLOWHOUSEKIDS.COM.
- B. GHK IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER THEY WERE FORESEEABLE) THAT MAY ARISE FROM THE USE OF, OR THE INABILITY TO USE, GLOWHOUSEKIDS.COM AND/OR THE MATERIALS CONTAINED ON GLOWHOUSEKIDS.COM WHETHER THE MATERIALS CONTAINED ON GLOWHOUSEKIDS.COM ARE PROVIDED BY GHK OR A THIRD PARTY.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GLOWHOUSEKIDS.COM IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- D. CHANGES ARE MADE PERIODICALLY TO GHK'S FORMS AND SCHEDULES, AND THESE CHANGES MAY OR MAY NOT BE IMMEDIATELY REFLECTED IN THE MATERIALS OR INFORMATION PRESENT ON GLOWHOUSEKIDS.COM.

## **VII. INDEMNIFICATION**

You agree to defend, indemnify, and hold us, our affiliate companies, employees, directors, officers, agents, independent franchisees, if any, independent vendors, content and service providers, harmless from any and all losses, liabilities, claims, expenses, attorneys' fees and damage awards, that arise from or relate to (a) your breach of these Terms; (b) your visit to or use of or communication with any of the Sites, including your User Content; (c) third party user content and posting and our actions or lack of action regarding such content and posting; and (d) any use of our Site's content, services and products other than as expressly authorized in these Terms or your use of any information obtained from our Site; and you waive all claims and defenses related to the foregoing.

## **VIII. MISCELLANEOUS TERMS**

- A. Nothing contained in or displayed on Glowhousekids.com or in these Terms constitutes or is intended to constitute legal advice by GHK or any of its agencies, officers, employees, agents, attorneys, or representatives.
- B. You agree that if GHK does not exercise or enforce any legal right or remedy which is contained in these Terms (or which GHK otherwise has under applicable law), such omission will not be taken to be a formal waiver of GHK's rights and shall not be construed to be a modification of these Terms.
- C. If any court of competent jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.
- D. These Terms, and your relationship with GHK under these Terms, shall be governed by and construed in accordance with the Laws of the State of New Jersey. You agree that any and all claims asserted by or against GHK arising under or related to these Terms shall solely be heard and determined either in the courts of the United States located in the Town or County of Passaic or in the courts of the State of New Jersey located in the Town and County of New Jersey.
- E. GHK reserves the right to revise and otherwise change these Terms at any time and without notice. Any modification is effective immediately upon posting, unless otherwise

stated. Your continued use of Glowhousekids.com following the posting of any modification signifies your acceptance thereof. You should periodically visit this page to review the current Terms of Use.

- F. These Terms and the Glowhousekids.com Privacy Policy, constitute the entire agreement between you and GHK with respect to your use of Glowhousekids.com and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and GHK with respect to Glowhousekids.com. These Terms shall be deemed to include all other notices, policies, disclaimers and other terms contained in Glowhousekids.com and its subpages; provided, however, that in the event of a conflict between such other terms and these Terms, the inconsistent terms shall control in the following descending order: (1) these Terms and the Glowhousekids.com Privacy Policy; and (2) other terms contained in Glowhousekids.com and its subpages.
- G. These Terms were last updated on September 6, 2016.
- H. If you have questions or comments about these Terms, please contact us at using the information on our Contact Us page.