

## TERMS OF USE

Thank-you for visiting Lulu and Maxwell at [luluandmaxwell.com](http://luluandmaxwell.com)!

### GENERAL PROHIBITION AGAINST COPYING

Twin Kids Media Inc. (“TK”) has developed this site (the “Site”) and its contents. TK is the owner of all intellectual property rights, including copyright and trademark rights (the “Rights”) in the content displayed or included on the Site, including the characters, plot lines and artwork. Please do not alter, copy or redistribute anything on the Site – to do so would be a violation of TK’s Rights.

### TERMS OF USE

We ask that you read these terms of use before you use the Site. If you use the Site, you will be deemed to have agreed to these terms and the obligations imposed by any applicable statutes. TK may amend these terms by posting amendments to the Site. If any of these terms, or amended terms are unacceptable to you we ask that you stop using the Site.

Children are the primary users of the Site and we encourage parents/guardians to be vigilant in creating standards of on-line behavior and implementing practices with users that will safeguard their identity and personal information.

### MATERIALS

The Site is comprised of different creative materials, images, music, audio/ video content and text (“Materials”). You are free to download Materials which are designated for download on the Site for your personal use, provided that such use is not for a commercial purpose. Any unauthorized reproduction of Materials in any manner, or any modification and distribution of Materials without the express written consent of TK is prohibited.

### IDEAS AND SUBMISSIONS

Let us know what you think about our products and services. We at TK want to ensure that our products are timely, engaging, and reflect strong values and ideals.

However, it is our corporate policy not to accept unsolicited materials that contain creative suggestions, such as storyline or character proposals. Unsolicited materials will be destroyed.

Activities on the Site often call for users to submit drawings, photographs, or other materials in an interactive campaign (“interactive materials”). By submitting interactive materials you are granting TK a non-exclusive, royalty-free, worldwide license in perpetuity, including the right to sublicense, to use the interactive materials in any

manner. You also agree to waive your moral rights in the interactive materials and allow TK to modify the interactive materials. You represent that such interactive materials are original to you.

## TERMINATION

You can terminate this agreement at any time by destroying any of the Materials obtained from the Site and discontinuing your use of the Site. TK, in its sole discretion, can terminate this agreement immediately if a user breaches a term of this Agreement.

TK does not warrant that the functions on the Site will be free of errors or interruptions. Subject to applicable laws, TK and/or any other party involved in the development or maintenance of the Site, are not liable for any damages (including direct, indirect, or punitive damages) arising out of access to or use of the Site and the Site is provided without warranties and conditions of merchantability or fitness for a particular purpose. You acknowledge and agree that TK will not be liable for any conduct or property damage to your computer or other equipment caused by a third party.

## HEAD OFFICE

TK's head office is located in Ontario, Canada. The laws of the Province of Ontario shall govern this agreement. If any provision of this agreement is determined to be unenforceable, the remainder of this Agreement shall not be affected thereby and each provision shall be enforced to the fullest extent permitted by law.