

Tingle Bear Terms & Conditions

Cayman Luca LLC, doing business as Tingle Bear Company (hereinafter the “Company” or “Tingle Bear”), has enacted the following policies to describe the Terms of use. The user, viewer, or any individual interacting with any and all Company products, applications or ‘apps’, or related content (hereinafter all the above will be summarized as the “Content”) shall be referred to for purposes of these terms & conditions as the User of the Content (hereinafter the “User”). The term “You” refers to anyone who purchases, interacts with products, uses, visits and/or views, or interacts with the Content in any way. The terms “we”, “us” and “our” refers to Tingle Bear or the Company. We offer this Content, including any and all products, information, videos, tools and Content available or related this Content to you, the User, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting or using our Content and any related websites that may exist or purchasing something from us, You engage in our service and agree to be bound by the following Terms and Conditions (hereinafter “Terms & Conditions” or “Terms”). These Terms & Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and any other individual interacting with the Content.

Please read these Terms & Conditions carefully before accessing or using our Content. By accessing or using any part of our Content, You agree to be bound by these Terms & Conditions. By agreeing to these Terms & Conditions, 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 Our Content, including but not limited to products, apps, and website. If You do not agree to all the terms and conditions of these Terms, then You may not access the Content or use any Content. If these Terms & Conditions are considered an offer, acceptance is expressly limited to these Terms & Conditions.

Any new features, tools, or products which are added to the current Content shall also be subject to the Terms & Conditions. We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our Content. It is your responsibility to check this periodically for changes. Your continued use of the Service or access to the Content following the posting of any changes constitutes acceptance of those changes.

1. Content

a. **Rights Reserved.** We reserve the right to refuse, in our sole discretion, to allow, any company or individual to purchase our Content or interact with our Content in any manner.

b. **Content.** Content shall include, but not be limited to all features, apps, availability, specifications, products, websites, videos, and prices of products or videos that may be described or depicted. Any and all Content is subject to change at any time without notice at our discretion.

c. **Account.** In order to use certain aspects of the Content or purchase products, You may be required to create an account and provide accurate, current and complete information in

connection with your use of the Content (“Account”). You agree to maintain and promptly update your Account information as necessary to maintain its accuracy. We reserve the right to suspend or terminate access to and use of the Content, or any portion thereof, on the basis of inaccurate or incomplete Account information.

e. Confirmation, Cancellation and Promotion. We reserve the right, without prior notice and at any time: (A) to discontinue any product or service; (B) to bar any user from making or completing a transaction; and (C) to limit or impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion. We also may require additional information and/or verification of information prior to the acceptance of any purchase.

f. Content Rules

- i. You agree by interacting in any manner with the Content that you will hold any proprietary Content confidential and not reverse engineer any Content and never use Content for any commercial purposes;
- ii. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Content in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Content; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Content; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (viii) using the Content for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, stealing or assuming and person’s identity (whether a real identity or nickname or alias), conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Content; (xi) accessing any Content through any technology or means other than those provided or authorized; or (xii) bypassing the measures we may use to prevent or restrict access to the Content, including without limitation features that may require additional purchases or prevent or restrict use or copying of any content or enforce limitations on use of the Content or the content therein;
- iii. You may not use the Content to develop, generate, transmit or store information that: (A) infringes any third party’s intellectual property or other proprietary right; (B) is, in our sole discretion, defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person’s use of the Content, (D) performs any unsolicited commercial communication not permitted by applicable law; or (E) is harassment or a violation of privacy or threatens other people or groups of people;
- iv. The Content contains confidential and trade secret information owned or licensed by Tingle Bear, and You agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.
- v. By registering for an Account and/or using the Content, You represent that the You will not violate any parties copyright / trademark / patent or any intellectual property.

You agree the Content will be used only in a lawful manner and as intended by Company.

- vi. We may, without prior notice, change the Content; stop providing the Content or features of the Content, to You or to Users generally; or create usage limits for the Content. We may permanently or temporarily terminate or suspend your access to the Content without notice and liability for any reason, including if in our sole determination You violate any provision of these Terms. Upon termination for any reason or no reason, You continue to be bound by these Terms.

2. Payment

Tingle Bear may use a third-party payment processor (the “Payment Processor”) to handle credit card transactions. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for errors by the Payment Processor. By utilizing the Content, You agree to pay us, through the Payment Processor, in accordance with the Applicable payment terms.

3. Refund policy

- a. Refunds are offered in the sole discretion of Company for any and all purposes.

4. Intellectual Property

The Content and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (incorporated and referred to as part of the “Content”), and all intellectual property rights related thereto, are the property of its licensors, whether from Company or a third party. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Content, including any sub-licensing of the Content. Use of the Content for any purpose not expressly permitted by this Terms is strictly prohibited. These Terms do not provide You with title or ownership of any Content or Tingle Bear Content, but only a limited right to use the same for your direct use solely upon the terms expressly set forth in these Terms.

5. Third-Party Links and Information

If any Content now or in the future contain links to other sites and resources provided by third parties, these links are provided for your convenience only. These links to third-party materials are not owned or controlled by Tingle Bear. Tingle Bear does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or Content. If You access a third-party content or service from the Content, You do so at your own risk, and You understand that these Terms and Tingle Bear’s Privacy Policy do not apply to your use of such sites or third party apps. You expressly relieve Tingle Bear from any and all liability arising from your use of any third-party Content, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Content, including payment and delivery

of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that Tingle Bear shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

6. Indemnification

You agree to defend, indemnify and hold harmless Tingle Bear (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages of every kind and nature, known and unknown, including reasonable legal fees, arising out of (a) your use of and access to the Content in violation of these Terms; (b) your violation of any law or the rights of a third party; or (c) any use of the products that caused injury or damage to yourself or a third party. This indemnification obligation will survive the termination of these Terms and your use of the Content.

7. No Warranty

a. THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EXPRESS OR IMPLIED, TO THE FULL EXTENT PERMISSIBLE BY LAW. TINGLE BEAR, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE CONTENT WILL MEET YOUR REQUIREMENTS; THAT THE CONTENT WILL BE UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

b. TINGLE BEAR MAY ALTER, SUSPEND, ADD TO, OR DISCONTINUE THE CONTENT IN WHOLE OR IN PART AT ANY TIME FOR ANY REASON, WITHOUT NOTICE OR COST. BY HAVING ACCESS TO THE CONTENT, YOU AGREE THAT TINGLE BEAR AND PARTNERS MAY PLACE ADVERTISEMENTS ON THE CONTENT. THE TYPES OF ADVERTISEMENTS ARE SUBJECT TO CHANGE.

c. IF YOU ARE DISSATISFIED WITH THE CONTENT AND/OR ANY PRODUCTS PURCHASED THROUGH THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ITS OR THEIR USE.

d. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. Limitation of Liability

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT UNDER NO CIRCUMSTANCES, WE AND/OR OUR OFFICERS, EMPLOYEES, SUCCESSORS, SHAREHOLDERS, JOINT VENTURE PARTNERS OR ANYONE ELSE WORKING WITH US SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EQUITABLE, SPECIAL, PUNITIVE, EXEMPLARY OR ANY OTHER

DAMAGES RESULTING FROM YOUR USE OF THIS CONTENT INCLUDING BUT NOT LIMITED TO ALL THE CONTENT, INFORMATION, PRODUCTS, CONTENT AND GRAPHICS PRESENTED HERE.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE CONTENT IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL AND ANY INFORMATION YOU PROVIDE, OUTCOME OF YOUR ACTIONS, PERSONAL AND BUSINESS RESULTS, AND FOR ALL OTHER USE IN CONNECTION WITH THE CONTENT.

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TINGLE BEAR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR CONTENT OR PRODUCTS; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE CONTENT; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE CONTENT; AND/OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TINGLE BEAR, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TINGLE BEAR. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH LIABILITY ARISES FROM NEGLIGENCE, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OF LIABILITY. YOU AGREE THAT WE PROVIDE NO EXPRESS OR IMPLIED GUARANTEES TO YOU FOR THE CONTENT PRESENTED HERE, AND YOU ACCEPT THAT NO PARTICULAR RESULTS ARE BEING PROMISED TO YOU HERE.

c. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Governing Law and Mandatory Arbitration

1. Governing Law; Limitation of Claims. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. You agree

that regardless of any statute or law to the contrary, any claim or cause of action against Tingle Bear arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

2. **Dispute Resolution.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND TINGLE BEAR HAVE AGAINST EACH OTHER ARE RESOLVED. We strongly encourage You to first contact us directly to seek a resolution of any dispute or claim. You and Tingle Bear agree that any and all disputes or claims that have or may arise between You and Tingle Bear shall be resolved exclusively through final and binding arbitration, rather than in court. The arbitration will be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as modified by this Agreement to Arbitrate. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by the court. The arbitration will be confidential, and neither You nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; The arbitrator may award any individual relief or individual remedies that are permitted by Applicable law; and If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in state or federal court in Wake County, North Carolina.
3. **Expenses and Attorneys' Fees.** In the event any action is brought to enforce any provision of these Terms or to declare a breach of these Terms, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby.

10. Termination

These Terms are effective unless and until terminated by either You or us. You may terminate these Terms at any time by notifying us that You no longer wish to use our Content, or when You cease using our Content. We reserve the right in our sole discretion to refuse, remove, restrict your access, revoke and terminate your use of our Content including any or all Content published by You or us on any application, website, or any Content that is digital at any time for any reason, without notice and You will remain liable for all amounts due up to and including the date of termination.

11. General

1. **Electronic Communications.** Our communications with You via the Content use

electronic means, whether You visit the Content or send us an email, or whether we post notices on the Content or communicate with You via email or text. For contractual purposes, You consent to receive communications from us in an electronic form, and You agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement that such communications would satisfy if it were in writing.

2. Entire Agreement / Severability. These Terms shall constitute the entire agreement between You and Tingle Bear concerning the Content. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect
3. No Waiver. No waiver of any term herein shall be deemed a further or continuing waiver of such term or any other term, and Tingle Bear's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
4. Feedback. We may use any reports, comments, ideas and suggestions in any form regarding the Content that You provide to us (collectively, the "Feedback"). You grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback in connection with any products and Content.
5. Interpretation. Section headings are for reference only and shall not be construed as substantive parts of the Terms. Each capitalized term used in these Terms shall have the meaning attributed to it in any part of these Terms.
6. Survival. You acknowledge and agree that all indemnification, confidentiality, intellectual property, governing law, dispute resolution, limitation of liability and other clauses including those provisions which by their terms contemplate survival shall survive the termination or expiration of these Terms regardless of the cause of such termination.

12. GDPR Vistor Rights

Under the GDPR, if you are within the European Union, you are entitled to certain rights and information listed below.

We will retain any information you choose to provide to us until the earlier of:

1. You ask us to delete the information by sending a request to: support@tinglebear.com. Please note that such requests may result in you no longer being able to access paid or free content previously provided to you.
2. Our decision to cease using our existing data providers.
3. The Company decides to no longer be in business or continue to offer the services.
4. The data is no longer needed to provide you service, is too costly to maintain further retention, or the Company finds it outdated.

You have the right to request access to your data that we store and have the ability to access your personal data.

You have the rights to either rectify or erase your personal data. You have the right to verify the accuracy of your personal data and have it corrected or removed completely. You have the right to seek restrictions on the processing of your data. When you restrict the processing of your data, we can store your data but cannot process it further.

You have the right to object to the processing of your data in certain circumstances including but not limited to direct marketing, profiling, scientific or historical research purposes, statistical purposes, automated decision making and profiling and tasks based on legitimate interests or in the public interest/exercise of official authority. You have the right to the portability of your data. You have the right to request your personal data from us, receive it and transfer it to another controller.

You have the right to withdraw consent at any time. If you have provided consent to the Company's processing of your personal data, you have the right to withdraw that consent any time without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably necessary to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

13. Privacy

We respect the privacy of children and "child" means an individual under the age of 13. All information and content on this website is intended for individuals over the age of 18. Children under the age of 13 are prohibited from using this website without guardian consent. We do not knowingly collect, use or disclose personal information from children under the age of 13 without prior parental or guardian consent. If you believe personal information is collected from someone under the age of 13 without parental or guardian consent, then please contact us to have that information deleted.

a. WHAT INFORMATION WE COLLECT AND HOW IT IS USED

When you access the website, app, or other media platform you may provide certain personally identifiable information including but not limited to your name, email address, phone number, address, avatar image, credit card information when you make a purchase on the website.

This information is collected when you register, place an order, subscribe to Content, contact us, use the search feature on the website, provide comments or any other feedback, fill out a form or use live chat or enter any other information on the website which may exist to communicate with

us. From time to time, we may also collect information that you submit when you participate in any online surveys that we may post on our website.

Your personal information is used to personalize your experience, improve the website to better serve you, provide customer service support, efficiently process your requests or transactions, tailor advertisements to you, elicit reviews of services or products, provide you offers, promotions and to follow up with you through correspondence (email, live chat, or phone).

We may also use this information to provide you offers and promotions from our partners and/or our affiliates in exchange for a commission without additional cost to you.

Additionally, like other websites, this website automatically collects certain information about you through Log Data and Google Analytics. Log Data is information about your computer's Internet Protocol Address, which is your "IP" address, browser information, Internet Service Provider's information, your operating system, and your browser type. Similarly, Google Analytics collects certain information about your location, browsing history, the pages you visit, equipment you used to access the website, traffic patterns, and other general patterns related to your use of the website.

This information is used to analyze website statistics related to user behavior and interests, improve our performance and your use of the website and to further enhance our products and services offered to you.

b. DISCLOSURE OF YOUR INFORMATION

As a general rule, we do not disclose your personal information to third parties without your consent with the exception of the following circumstances:

1. We may disclose your information to our trusted third parties that work with us such as our website hosting partners, email marketing service provider, other service providers that assist in the operation of the website, and any other affiliates and subsidiaries we rely upon to provide you products and services offered here.
2. We may disclose your information in order to comply with state or federal regulations related to copyright infringement lawsuits or any other legal claims related to the website.
3. We may disclose your information to our successor and/or acquiring party in the event of a merger, acquisition, restructuring, dissolution or partial sale in the future. However, your personal information will be transferred to the acquiring party in accordance with this privacy policy.

Notice for California Residents. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the site or Content, please contact us using the information we've provided below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

By visiting and/or using our Content and any related websites that may exist and/or purchasing something from us, You engage in our service and agree to be bound by all the Terms contained in this document without the need to provide any signature or other notice.