

Effective Date: December 15, 2014

Last Updated: December 15, 2014

THEPANDASFRIEND.COM TERMS OF USE

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1. Ownership Rights and Use of Intellectual Property.

We grant you a personal, noncommercial, worldwide, royalty-free, non-assignable and non-exclusive license to access and view the site.

All of the content that appears on the site, including without limitation all designs, illustrations, icons, photographs, video clips and written materials, as well as the compilation of the website, and any other materials, is our (or our licensors’) exclusive property. Unless otherwise indicated, we are the exclusive owners of all trademarks, service marks, and trade names that appear on the site and the overall “look and feel” of the site (collectively the “Marks”). Any unauthorized use of any content or materials on the site, including the Marks, is strictly prohibited.

2. User Generated Content

We may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content (“User Generated Content”), which may be accessible and viewable by the public. Access to these features is subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, vulgar, or otherwise offensive, such determinations to be made in our sole discretion.

You retain all your ownership rights in your User Generated Content; however, you grant us a perpetual, non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with our site and on third-party sites and platforms), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

You represent and warrant that your User Generated Content conforms to these Terms of Use and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these Terms of Use. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

In the event that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content which requires the use of our works proprietary to us (including applicable copyright, trademark, and publicity rights), we grant you a

SIMPLY STATED:

Feel free to visit our website; however, this is our legal notice to you that we own all of the content contained on our website.

SIMPLY STATED:

You promise that any content you post to our website will be appropriate (use common sense). You remain the owner of all content you post, but you are also telling us that we can use your content in any way we desire.

SIMPLY STATED:

You promise not to post any content that is not yours. We can remove your content from our website at any time (you should keep copies for yourself).

non-exclusive license to create a derivative work using such proprietary works as required for the purpose of creating such materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through or to our site, at any time and for any reason, including to ensure that the User Generated Content or such communications conforms to these Terms of Use, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by you or others.

3. Accounts

We may permit or require you to create an account to participate in site features or to secure additional benefits. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian.

4. Passwords and Security

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the site.

5. User Information.

In the course of your use of our site and/or the services made available on or through the site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "User Information"). Our information collection and use policies with respect to the privacy of such User Information are set forth in our site's privacy policy, located at <http://app.thepandasfriend.com/pdf/privacy.pdf> which is incorporated by reference to this Terms of Use for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

6. Submitted Materials.

Any communications, correspondences, information, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials that you submit or send to us (including, but not limited to, that which you submit or post to our chat rooms, message boards, survey responses, and/or our site, or send to us via e-mail) ("Submitted Materials") will be deemed not to be confidential or secret, and may be used by us in any manner consistent with our site's privacy policy, located at <http://app.thepandasfriend.com/pdf/privacy.pdf>. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in Submitted Materials have been waived, and (ii) you grant us and our partners and affiliates a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and incorporate in other works any Submitted Materials (in whole or part) in any form, media, or technology now known or later developed, including for promotional and/or commercial purposes. We cannot be

SIMPLY STATED:

If you register for an account, you must keep it updated and you cannot lie when you register.

SIMPLY STATED:

You are in charge of keeping your account details private (don't tell other people).

SIMPLY STATED:

READ OUR PRIVACY POLICY, IT WILL TELL YOU HOW WE WILL USE YOUR INFORMATION.

SIMPLY STATED:

If you submit anything to us, we get to use it in any way we desire. Again, PLEASE READ OUR PRIVACY POLICY.

responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

7. Prohibited User Conduct.

You warrant and agree that, while using the site and the various services, contests, features and functionality offered on or through our site, you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the site's content, materials or services (including but not limited to, in an Embedded Video (as defined herein), RSS feed or a podcast received from us or otherwise through the site), or, except as otherwise specifically authorized in these Terms and Conditions or on the site use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; (c) attempt to gain unauthorized access to other computer systems through the site; (d) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through our site or the services offered on or through our site, including without limitation any information residing on any server or database connected to the site or the services offered on or through our site; (e) obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means; (f) use our site or the services made available on or through our site in any manner that could interrupt, damage, disable, overburden, or impair the site or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; (g) use our site or the site's services or features in violation of our or any third party's intellectual property or other proprietary or legal rights; or (h) use our site or the site's services in violation of any applicable law.

8. Public Forums.

We may make messaging services, chat services, bulletin boards, message boards, blogs, commenting sections, other forums and other such services available on or through the website. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the website or any service or feature made available on or through the website, any materials which (i) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, or sexually explicit; (ii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; or (iii) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right.

9. Embedding Content.

We may provide the ability for you to "embed" videos via a video player we provide ("Video Player"), which may then appear on others web or blog pages (together with the Video Player, the "Embedded Video"). This functionality is provided by giving you the necessary HTML code to include on such page to make that Embedded Video appear. If you include the HTML on a web or blog page, the actual video stream for the Embedded Video will be served from our servers but the Embedded Video may be rendered to the visitor of that page as part of that page. If you elect to place an Embedded Video on other web or blog pages, you agree as follows: You may not block, inhibit, build upon or disable any portion of the Video Player, including without limitation links back to our site. You understand and

SIMPLY STATED:
You promise not to do anything on our website that is illegal or that is designed to disrupt our website (e.g., "hacking").

SIMPLY STATED:
Don't send any messages on our website that are offensive, illegal, or contain viruses.

SIMPLY STATED:
When you link a video from our site, make sure we get credit for the video (and that it properly sends people back to our site).

agree that all measured metrics related to the access and viewing of the Embedded Video shall be credited to the site. Without limitation of any provision of these Terms of Use, we shall have no liability to you for any reason with respect to your use of Embedded Video.

10. Paid Transactions.

The Order Process

You will have the opportunity to review and confirm your order, including delivery address (if applicable), payment method, product details, and price (including shipping and tax fees). Your confirmation will serve as your agreement to the terms of sale, and we will send to you a notice when we accept your order and our acceptance will be deemed complete and for all purposes to have been effectively communicated to you at the time we send such notice. The risk of loss in any goods you purchase and the responsibility to insure them passes to you upon our delivery to the carrier (such as FedEx, UPS, or USPS).

We reserve the right to refuse or cancel any order prior to delivery in our sole discretion. We also may require additional verification or information before accepting an order. We will contact you if any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after we have processed your payment but prior to delivery, we will refund your payment.

Exchanges; Returns

If you purchased an item from our site and want to exchange it for a different color, size or style, you can do so by returning the item, within 10 days of receiving the shipment to the return address listed on our website. All exchanges are dependent on current stock. You are financially responsible for any shipping and customs fees involved in an exchange. Unless otherwise stated, you can return any item(s) for a refund by sending it to the address listed on our website with a copy of the original invoice. Item(s) purchased from our site must be returned in new, unused condition and in order to receive a refund. A refund will be issued in the original form of payment. We will not refund the original shipping charges.

Payments and Billing

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third party credit card updating services to obtain current expiration dates on credit cards.

International Shipping; Customs

When ordering goods for delivery to outside of the United States, you may have to pay import duties and taxes levied. These and any additional charges for customs clearance must be borne by you.

Exempted Transactions

This section 10 provides the baseline protocol for all paid transactions. Notwithstanding the foregoing, the protocol for paid transactions may be altered on a transaction-to-transaction basis. Such alterations will only apply for that specific transaction and prior notice will be provided to you of any alterations (E.g., notice provided to you that "This sale is final and this item may not be returned.")

11. Indemnity.

To the extent permitted by applicable law, you agree to defend, indemnify and hold us harmless, including our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access of the

SIMPLY STATED:
You have 10 days to exchange any item you purchase from us. You are responsible for return shipping fees. Unless we say otherwise, you can return any item you purchase for a full refund.

SIMPLY STATED:
We may occasionally provide special products/offers that are non-refundable or non-exchangeable. Such offers will only apply to that transaction, and we will let you know beforehand.

SIMPLY STATED:
If we get sued because of something you did, you promise to defend us!

site; (ii) your violation of any term, condition, representation or warranty contained in these Terms of Use; (iii) your violation of any third party right stemming from your use of our site and any of the services contained therein, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Submitted Materials or User Generated Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Service.

12. Ability to Accept Terms of Service.

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. You affirm that you are over the age of 13, as the site is not intended for children under 13. If you are under 13 years of age you may not use or visit this site.

13. Changes to Terms of Use.

We reserve the right to update and revise these Terms of Use at any time. We will change the "Last Updated" date at the top of this Terms of Use so that you can tell if these Terms of Use have been updated since your last visit. We will provide further notification of any material changes to these Terms of Use to those users for which we have contact information. Your continued use of the site after we have provided notice of such changes shall constitute your acceptance of the revised and updated Terms of Use.

14. DISCLAIMERS.

We make no representations concerning any content contained in or accessed through the site (or in any third party web or blog page to which we may direct you), and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the site.

THE SITE AND ANY SERVICES CONTAINED THEREIN ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SITE OR ANY CONTENT ON SUCH SERVICES, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SITE AND ITS SERVICES ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SITE AND ITS SERVICES WILL MEET YOUR REQUIREMENTS.

15. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANYONE REPRESENTING US BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR ACCESS TO, USE OF, OR RELIANCE ON ANY CONTENT PROVIDED THROUGH THE SITE AND ITS SERVICES OR ANY ERRORS OR OMISSIONS IN ANY CONTENT; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE AND ITS SERVICES OR OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION

SIMPLY STATED:

You promise that you are over 18, or if you are under 18 that you have proper approval from your parent/guardian.

SIMPLY STATED:

WE CAN CHANGE THIS TERMS OF USE
YOU ARE UNDER 13 any time; but, we will do our best to make sure you know when we do.

SIMPLY STATED:

You are using this site at your own risk and we make no promises about the website, any goods/services that may be sold on the site, and any of the services we provide.

STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE AND ITS SERVICES; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE AND ITS SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGINATION) OR (B) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE GREATER OF (I) FEES PAID TO US FOR THE APPLICABLE PRODUCTS; OR (II) \$1000.00.

THESE LIMITATIONS APPLY WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Termination.

We reserve the right to terminate your license to use the site, terminate your account, or block or prevent your access to the site and any service contained therein, without providing you with notice or reason. In the event of termination, all rights and obligations under these Terms of Use will remain in force.

17. Assignment.

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you. However, these Terms of Use, and any rights and licenses granted hereunder, may be assigned, transferred, or delegated in part or in their entirety by us without restriction and without your consent.

18. Choice of Forum; Choice of Law.

You agree that any action at law or in equity arising out of or relating to these Terms of Use or your general use of our website shall be filed, and that venue properly lies, only in the state or federal courts located in the county of Los Angeles in the State of California and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action. These Terms of Use are governed by and construed in accordance with the laws of the county of Los Angeles in the State of California and the laws of the United States, without giving effect to any conflict of law principles.

19. Severability; Survival; Waiver.

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Terms of Use and shall not affect the validity and enforceability of any remaining provisions. The provisions of this Terms of Use, which by their nature should survive the termination of this Terms of Use, shall survive such termination. No waiver of any provision of this Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

The side boxes contained in these Terms of Use are for convenience only and do not affect their interpretation.

SIMPLY STATED:
We can terminate your access to our site at any time for any reason.

SIMPLY STATED:
We can transfer this Terms of use, including all of the promises you made to us, to another party (e. g., the right to use your User Generated Content).

SIMPLY STATED:
If you sue us or if we sue you it has to take place in California.

SIMPLY STATED:
If any part of this Terms of Use is defective, it won't affect the rest. Even if we terminate our relationship with you, most of these Terms of Use will remain in place.