

# Terms of Use

Welcome to the Tiko Entertainment, LLC (“Tiko”) website, [www.tikoofficial.com](http://www.tikoofficial.com) (the “Site”). Please review the following basic terms that govern your use of our Site, and the purchase of products from the Site. Your continued use of the Site constitutes your agreement to follow and be bound by these Terms of Use and Privacy Policy (collectively, “Agreement”).

## **1. Privacy Policy**

Our Privacy Policy, as each may change from time to time, is part of this Agreement. By accepting this Agreement, you acknowledge that you have read and understood our Privacy Policy, and that you agree with each.

## **2. Agreement to Terms and Conditions**

This Agreement applies to your use of the Site. This Agreement also applies to your purchase of any product sold on the Site. By using our Site, you acknowledge that you have read, understood, and agreed to this Agreement and agree to be legally bound by the terms of this Agreement. This Agreement constitutes the entire and only agreement between Tiko and you regarding your use of the Site. All prior or contemporaneous representations, warranties, conditions and understandings regarding your use of the Site, or your purchase of any product, are specifically disclaimed and superseded by this Agreement.

If you do not agree with the terms of this Agreement, or if you disagree with specific parts of this Agreement, then stop use the Site. Your continued use of the Site means that you have agreed to all the terms of this Agreement. Your use of the Site is at your sole risk.

## **3. Compliance With Laws**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding the use of the Site. When you use our Site, you must not: (1) violate any law, statute, ordinance or regulation; (2) subject our website to any virus, Trojan horses, worms, time bombs, cancelbots, Easter eggs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, corrupt or expropriate any system, data or personal information; (3) cause us or our affiliates to lose (in whole or in part) the services of our ISPs or other suppliers; (4) place an undue burden on the software and hardware used with our Site, (5) directly or indirectly result in the transmission of spam, junk mail, or other unsolicited mass e-mails; (6) seek to obtain personally identifiable information from other users of our Site; or (7) modify or

alter any part of our Site. You agree that no comments submitted by you to the Site will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that no comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any comments you make.

#### **4. Users must be 13 and over**

Any user of the Site must represent to us that he or she has reached the legal age of majority in the state, province or territory in which he or she resides before accessing the newsletter sign-up and/or E-Commerce store portions of the Site by using the age-verification popup contained on the Site. A parent/legal guardian of a child between ages 13 and the legal age of majority is solely responsible for their child's use of the Site, including all financial charges. We are not liable for any damages that may result from a user's misrepresentation of age. No one under age 13 is authorized to submit or post any information, including personally identifying information, on the Site. Under no circumstances may anyone under age 13 use the Site. Parents or legal guardians of children under 13 cannot agree to this Agreement on their behalf.

#### **5. Tiko Intellectual Property**

Unless otherwise noted, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by Tiko, and is protected by copyright laws, trademark laws, patent laws, and various other intellectual property rights and unfair competition laws.

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You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any

Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Tiko reserves the right to bar any such activity.

## **6. Not Responsible for Errors**

From time to time there may be information on Tiko's Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you.

## **7. Changes to the Terms of this Agreement**

We may from time to time change the terms that govern your use of our Site. Your use of our Site following any such change constitutes your agreement to follow and be bound by the terms as changed. We may change, move or delete portions of, or may add to, our Site from time to time.

## **8. Governing Law**

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE, INCLUDING ALL DISPUTES ARISING THEREFROM OR IN ANY WAY PERTAINING THERETO, WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. YOU CONSENT AND AGREE TO THE PERSONAL JURISDICTION OF, AND THAT VENUE IS PROPER IN, THE STATE COURTS OF GREENE COUNTY, MISSOURI, AND WAIVE ANY OBJECTION TO SUCH JURISDICTION OR VENUE. YOU AGREE THAT NO CAUSE OF ACTION SHALL BE INITIATED, NOR MAINTAINED, IN ANY JURISDICTION OTHER THAN THE STATE COURTS OF GREENE COUNTY, MISSOURI.

CLAIMS MAY ONLY BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PURPORTED REPRESENTATIVE OF ANY CLASS. THIS PROVISION SHALL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

## **9. No Professional Advice**

Any information supplied through the Site or by any of our employees or agents, whether by telephone, e-mail, letter, facsimile or other form of communication, is for informational purposes or general guidance and does not constitute professional advice. The receipt of any questions or feedback you

submit to us does not create a professional relationship and does not create any privacy interests other than those described in our Privacy Policy.

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## **10. Disclaimer**

THE SITE, ALL CONTENTS OF THE SITE, AND ALL MATERIALS SHOWN ON THE SITE ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR MALWARE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE, AND THAT TIKO SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THE SITE.

## **11. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TIKO, ITS AFFILIATES, EMPLOYEES, OFFICERS, REPRESENTATIVES, OR SUPPLIERS BE RESPONSIBLE OR LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION FOR PERSONAL INJURY; ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES; OR ANY OTHER DAMAGES IN EXCESS OF FEES PAID TO TIKO FOR APPLICABLE PRODUCTS ARISING OUT OF OR RELATED TO A) YOUR ACCESS TO, USE OF, OR RELIANCE ON ANY CONTENT PROVIDED THROUGH THE SITE; B) ANY UNAUTHORIZED ACCESS TO OR USE OF PERSONAL INFORMATION PROVIDED TO TIKO; OR C) ANY MALWARE, VIRUSES, TROJAN HORSES OR SIMILAR MALICIOUS PROGRAM THAT MAY BE TRANSMITTED TO

OR THROUGH THE SITE BY ANY THIRD PARTY, REGARDLESS OF ORIGIN, REGARDLESS OF WHETHER TIKO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

You agree to defend, indemnify and hold Tiko harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site.

## **12. Product Orders**

We partner with a third-party e-commerce company, Fanjoy Co. ("Fanjoy"), to give you the ability to purchase our merchandise directly from the Site. In order to complete a transaction through the Site, you will necessarily be redirected to a portion of the Site operated by Fanjoy. Transactions through the Site are governed by Fanjoy's Privacy Policy available here <https://shop.tikoofficial.com/pages/privacy-policy>, Fanjoy's Terms of Use available here <https://shop.tikoofficial.com/pages/termservice>, and Fanjoy's Return Policy available here <https://shop.tikoofficial.com/pages/refund-policy>. Please carefully review each of Fanjoy's policies before making any purchases through the Site.

## **13. Miscellaneous**

To the extent that our Site contain links to outside services and resources, the availability and content of which Tiko does not control, any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource.

Unless otherwise specified and except to the extent Tiko's products are offered for sale in the United States through our Site, the Site and the Contents thereof are displayed solely for the purpose of promoting Tiko products and services available in the United States. The Site are controlled and operated by Tiko from its offices in Springfield, Missouri.

This Agreement is effective unless and until terminated by either you or Tiko. You may terminate this Agreement at any time. Tiko also may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Site, if, in Tiko's sole discretion, you fail to comply with any term or provision of this Agreement. Upon any termination of this Agreement by either you or Tiko, you must promptly destroy all materials downloaded or otherwise

obtained from the Site, as well as all copies of such materials, whether made under the terms of this Agreement or otherwise.

#### **14. Severability**

If any of the provisions of this Agreement, or any relevant terms and conditions, policies and notices, are held by a court or other tribunal of competent jurisdiction, whether due to being void, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as void and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect. Tiko's failure to insist on or enforce strict performance of the Agreement shall not be construed as a waiver by Tiko of any provision or any right it has to enforce the Agreement, nor shall any course of conduct between Tiko and you or any other party be deemed to modify any provision of the Agreement. The Agreement shall not be interpreted or construed to confer any rights or remedies on or to any third parties.