

# TERMS OF USE: APPLICATION and WEBSITE

## 1. Terms of Use

1.1 The website, located at [meditationforlittlemaniacs.com](https://meditationforlittlemaniacs.com) and incorporating our web app (**Website**), and the associated application known as Meditation for Little Maniacs (**Application**), are owned and operated by Green Ink Radio LLC.

1.2 By downloading, installing, displaying or using the Website and/or Application, you agree to be bound by the terms and conditions set out below (**Terms of Use**).

1.3 In these Terms of Use, a reference to "we" or "us" is a reference to Meditation for Little Maniacs.

1.4 A reference to "you" or "your" in these Terms of Use is a reference to any person accessing, viewing or using the Website or Application, including a Registered User.

1.5 These Terms of Use also incorporate and include the Meditation for Little Maniacs Privacy Policy available at

## 2. Registration and Use

2.1 You may use the Website and/or Application to view information and material and participate in mindfulness courses and programs (**Products**).

2.2 In order to subscribe to use the Products, you will need to register as a user (**Registered User**) and create an account (**Account**).

2.3 If you are under the age of eighteen (18) years, you may create a Sub-Account pursuant to item 3 or an Account, but may not be able to access all features of the Products. You must only create a Sub-Account or Account with the permission of your parent or legal guardian.

2.3 You may only use the Website and Application: (i) for personal use; (ii) as part of a workplace program provided by Meditation for Little Maniacs; or (iii) if you are an educator within a school or early learning facility, to incorporate mindfulness meditations in the lessons you deliver to students.

2.4 You may access the Website and Application at any time, unless we have restricted access to perform necessary maintenance, updates or upgrades. Your ability to access the Website and Application will otherwise depend on factors outside our control and we do not guarantee that the Website and Application will be available at all times or accept any responsibility for factors outside of our control such as the quality of your internet connection, the type of computer or mobile device used to access the Website or Application and your software.

2.5 The Application is currently available on mobile devices running Android OS and Apple iOS and the Website are available on devices running compatible internet browsers. If the requirements for Android OS, Apple iOS, any compatible internet browser or any additional system we decide to extend the availability of the Application to change, you may need to download or perform updates if you would like to continue your use of the Application or Website. We do not accept any responsibility if your use of the Application is affected during this time.

2.6 You acknowledge that you have no rights in, or to, the Website or Application or technology used to support the Website or Application, other than the right to use the Website and Application in accordance with the Terms of Use.

### **3. Account and Sub-Account**

3.1 At the time of becoming a Registered User you will be asked to create an Account. It is your responsibility to maintain the confidentiality and security of your Account and to ensure there is no unauthorized access. You are liable for any unauthorized use of your Account.

3.2 You agree to provide accurate and complete information when you become a Registered User and create your Account.

3.3 In addition to creating an Account, you may create a sub-account for persons under the age of eighteen (18) years (**Sub-Account**), provided you are that person's parent or legal guardian.

3.4 The Sub-Account user may only use the Website and Application in accordance with these Terms of Use.

3.5 As the Registered User, you agree and accept all responsibility for the registration and use of any Sub-Account. You further agree to be bound by the Terms of Use in relation to any Sub-Account created and you are responsible for ensuring that any person(s) using the Sub-Account complies with the Terms of Use.

### **Limitations on Use**

4.1 By accessing and using the Website or Application you warrant and agree that you will:

(a) not use the Website or Application for any purpose not permitted under the Terms of Use;

- (b) not use the Website or Application for any commercial purpose without our prior written consent;
- (c) not copy, transmit, distribute, reproduce, license, alter, reverse engineer, adapt or modify the whole or any part of the Website or Application in any way whatsoever;
- (d) not hide, deface, alter or delete any copyright symbol, trade mark or other proprietary rights notice;
- (e) not use the Website or Application for any activity which is obscene, indecent, offensive or defamatory;
- (f) not hack into, change or otherwise knowingly transmit a virus or otherwise damage the Website or Application or any information contained within it;
- (g) refrain from tampering with, hindering the operation of or making unauthorized modifications to the Website or Application;
- (h) not use the Website or Application with an incompatible or unauthorized device;
- (i) refrain from uploading onto the Website or Application any material, or use the Website or Application in any way which:
  - (i) infringes the intellectual property rights of any person; or
  - (ii) is unlawful or violates any law;
- (j) not breach any other terms of the Terms of Use or our Privacy Policy.

## **5. Technical information and Security**

5.1 The transmission of data over the internet and/or cellular network is not always secure. Although we endeavor to secure the Website and Application, you access the Website and Application at your own risk and we accept no responsibility for any interference, loss, damage, or disruption to your computer or mobile device or otherwise which arises in connection with your use of the Website or Application.

5.2 You acknowledge that it is your responsibility to:

- (a) implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output; and
- (b) ensure that whatever you select for your use in the Website and Application is free of viruses or anything else that may interfere with or damage the operations of your computer or mobile device.

5.3 We do not warrant that functions available on Website or in the Application will be uninterrupted or error free, free of viruses or programming bugs or interferences due to factors outside our control.

## **6. Intellectual Property**

6.1 The Website and Application contains intellectual property including trademarks, confidential information and copyright, together with any goodwill or reputation and intellectual property rights subsisting in those things.

6.2 All intellectual property in the Website and Application is owned by Meditation for Little Maniacs or its licensors and unless permitted by law, you must not:

- (a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of the Website or Application; or
- (b) commercialize any information, products or services obtained from any part of Website or Application without our prior written consent.

## **7. Meditation for Little Maniacs Product Subscription**

7.1 The Products are provided in good faith and are designed to promote skills that are protective of mental health and wellbeing and introduce people to the benefits of mindfulness and meditation.

7.5 Our promotion of Products is only an invitation to treat and does not of itself constitute an offer to sell or guarantee the availability of the Product.

7.6 There may be Products in the Application that require payment before the Subscription can be processed (**Paid Subscriptions**). Paid Subscriptions will not be provided until payment in full has been received by us.

7.7 Paid Subscriptions must be paid online through the Application, Website, direct payment to Meditation for Little Maniacs following receipt of an invoice or a secure payment site chosen by Meditation for Little Maniacs (if applicable). The prices advertised for Paid Subscriptions are current at the time of display but may be changed by Meditation for Little Maniacs at any time. Any changes to the prices for Paid Subscriptions will be effective from the date published and apply to all new Subscriptions or renewals of Subscriptions for the relevant Paid Subscriptions. All prices are advertised in U.S. dollars.

7.8 We reserve the right to accept, cancel or reject any Subscription for Products for any reason including, without limitation, where the Product is not available, there is interference or disruption with the Website or Application or the Subscription has been made in breach of these Terms of Use. You acknowledge that, subject to us refunding any payment received from you and to the extent permitted by law, you have no right or claim against us for any loss, damage,

cost or expense arising from our cancellation or rejection of any Subscriptions for a Product.

## **8. Third Party Websites and Applications**

8.1 The Website and Application may contain links to websites and applications owned and operated by third parties. We are not responsible for the operation, security levels, content or any other aspect of any third party websites and mobile applications.

8.2 Links to third party websites and mobile applications are provided solely for your convenience and do not indicate our endorsement or affiliation of them or their products and services.

8.3 We make no representations or warranties and are not liable for:

(a) the content or accuracy of any information contained in linked websites and applications and third party websites and applications; and

(b) any loss or damage suffered as a result of access to, or use of, these third party websites and mobile applications, or the reliance on the information contained within.

8.4 You must make your own enquires as to the suitability of the content of third party websites and applications and the goods and services available for sale on them.

8.5 Third party websites and applications may be governed by their own terms and conditions (including their privacy policy), which will apply to your use and acquisition of their products or services. Accordingly, we strongly recommend that you read their terms and conditions.

## **9. Email Notifications and Push Notifications**

9.1 When you create an Account you may be asked whether you agree to us sending you communications (including communications promoting our Products) via email (**Email Notifications**). If you have agreed to receive Email Notifications, you may choose to stop receiving them at any time by clicking the “unsubscribe” link at the bottom of our Email Notifications.

9.2 If you agree to receive Email Notifications the Website will send emails to your nominated email address and you acknowledge and consent to receipt of those Email Notifications.

9.3 When you download and install the Application on your mobile device, a pop-up may appear asking whether you would like to receive alerts, badges,

banners and sounds (**Push Notifications**) from the Application to your mobile device.

9.4 If you agree to receive Push Notifications, the Application will generate Push Notifications (which may include notifications promoting our Products) on your mobile device and you acknowledge and consent to receipt of those Push Notifications.

9.5 You can choose to stop receiving Push Notifications at any time through the Application's settings menu.

## **10 Suspension or Termination**

10.1 We reserve the right to suspend or terminate your access to the Website and/or Application at our sole discretion, including if we believe there has been a breach of these Terms of Use.

10.2 If we suspend or terminate your access to the Website and/or Application due to a breach of these Terms of Use, we will use reasonable efforts to notify you of the breach and ways in which you can remedy it.

10.3 Should you fail to remedy the breach within a reasonable time, you must immediately delete or remove the Application from any and all mobile devices and immediately destroy all copies of the Application in your possession or control and certify, if requested by us, that you have destroyed copies of the Application.

10.4 We reserve the right to cease operating the Website and/or Application at any time, without notice, and to terminate this agreement under the Terms of Use.

10.5 You have the right to terminate this agreement under the Terms of Use by deleting the Application from your mobile device and ceasing use of the Website.

## **11. Warranties**

11.1 By creating an Account, you warrant and agree that:

- (a) you are a Registered User;
- (b) all Products you subscribe to are for: (i) your own personal use; (ii) use in connection with a workplace program provided by Meditation for Little Maniacs; or (iii) if you are an educator within a school or early learning facility, to incorporate mindfulness meditations in the lessons you deliver to students;
- (c) you are responsible for any error, omission or cost arising from a failure or delay to provide all information necessary to create an Account or use a Product;

(d) you will keep your Account details including your username and password confidential and secure;

(e) you will be solely responsible for all use of your Account and any Sub-Account created.

11.2 While we endeavor to ensure the accuracy and completeness of the information contained on the Website and in the Application, that information may contain errors and omissions and is subject to change.

11.3 To the maximum extent permitted at law, we make no representations or warranties of any kind, express or implied, in relation to the content, accuracy, completeness, suitability, accessibility, security or reliability of:

(a) any material and/or information on the Website or in the Application (including the Products);

(b) the performance and availability of the Website or Application (including the Products);

(c) the loss, damage or corruption of any data or other material as a result of the use of the Website or Application (including the Products).

11. 4 To the maximum extent permitted by law, we make no warranties or guarantees that the use of the Website or Application will achieve your desired state of clarity, calm and contentment or improve your mental state. The information, courses and programs provided on the Website or in the Application are intended for the benefit of the general public and are not medical advice or intended to replace or substitute advice from a qualified health care professional.

## **12. Limitation of Liability**

12.1 We acknowledge that under applicable State and Federal laws, certain statutory expressed and implied guarantees and warranties may be implied into these Terms of Use (Non-Excluded Guarantees). Nothing in these Terms of Use purports to modify or exclude the Non-Excluded Guarantees.

12.2 To the maximum extent permitted at law, the liability of Meditation for Little Maniacs and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns, for a failure to comply with a Non-Excluded Guarantee, is limited to, Meditation for Little Maniacs' option:

(a) the replacement of the Product or the supply of the equivalent Product;

(b) the payment of the cost of replacing the Product or of acquiring equivalent Products;

(c) the repair of the Product; or



(d) the payment of the cost of the having the Product repaired.

12.3 In circumstances where the Non-Excluded Guarantees do not apply, we and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns exclude all liability for any loss or damage whatsoever (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages) you may suffer arising out of, or in any way related to the service we provide (including in any way related to your use of the Website, Application, Products or Accounts).

12.4 You indemnify and agree to keep us indemnified against any loss or damage or costs incurred by us in connection with any breach by you of the Terms of Use or of any other legal obligation by you or your use of, or conduct on, the Website and Application.

12.5 You acknowledge that you do not rely on our skill or judgment or any representations made by us when deciding whether or not the Products are fit for any particular purpose.

### **13. Privacy**

13.1 You acknowledge that information about you, including information provided upon becoming a Registered User and creating an Account will be collected, held and used by us in accordance with our Privacy Policy [www.meditationforlittlemaniacs.love/privacy-and-terms](http://www.meditationforlittlemaniacs.love/privacy-and-terms).

### **14. General**

14.1 We reserve the right to amend, modify, add, delete and make corrections to the Terms of Use at any time as follows: (i) if the we consider that the change is likely to benefit you or have a neutral or minor detrimental impact on you, we may make any changes immediately without notifying you except by publishing the amended Terms of Use (as applicable) on the Website; and (ii) if we consider that the change is likely to have a significant detrimental impact on your rights or obligations under these terms of Use and you have provided us with an email address, we will make the change after we have notified you of the change (solely by using the email address you have provided) and will display a notice on the Website describing the change. Your continued use of the Website and/or Application after an amendment will mean that you agree to that amendment. You must stop using the Website and Application if you do not agree to an amendment.

14.2 If any part of the Terms of Use are determined to be illegal, invalid or otherwise unenforceable or void that part shall be severed to the extent necessary and the remainder of the Terms of Use shall continue in full force and effect.



14.3 No waiver of any breach of the Terms of Use will be construed as a waiver of any other breach of the Terms of Use.

14.4 The Terms of Use are governed by and construed in accordance with the laws of the State of Connecticut, United States and any claim made by either party against the other which in any way arises out of the Terms of Use will be heard in Connecticut and you agree to submit to the jurisdiction of those courts.

14.5 For further information on using the Website and Application, please contact Meditation for Little Maniacs at [info@MeditationforLittleManiacs](mailto:info@MeditationforLittleManiacs)