

Moose Terms of Use

The effective date of these Terms of Use ("**Agreement**") is 22 June 2020.

Moose Enterprise Pty Ltd and its affiliated companies including but not limited to Moose Enterprise (INT) Pty Ltd, Moose Enterprise Pty Ltd, Moose Toys LLC and Moose Toys Ltd (referred to as "**Moose**", "**we**", "**our**" or "**us**") operate this website ("**Site**") and provide various apps and games ("**Apps**") and other content, features, downloads and competitions ("**Additional Features**") (the Site, Apps and Additional Features are collectively referred to as the "**Services**").

This Agreement governs your use of the Services. Please read it carefully. By accessing the Services, you acknowledge that you have read and understood the Agreement and are agreeing to be bound by it. If you do not agree to this Agreement, you should not use the Services.

We reserve the right to change this Agreement at any time. Any changes become effective immediately upon posting them on the Services. You will be deemed to have agreed to any changes by your continued use of the Services after such changes have been posted. You are responsible for checking this Agreement regularly for any changes. If you do not agree with any changes, you should discontinue using the Services immediately.

In order to access certain Services, you may be required to agree to additional terms and conditions ("**Additional Terms**"). If there are any inconsistencies between this Agreement and the Additional Terms, the Additional Terms shall prevail to the extent of any such inconsistencies.

Your use of the Services constitutes your representation and warranty that you are of the age of majority in your jurisdiction. If you are under the age of majority, you must obtain your parents' or legal guardians' consent before you access and use the Services.

Your privacy is important to us, please also review our [Privacy Policy](#) and [Children's Privacy Policy](#) to learn what information we collect, and how we store and use such information.

1. Content Ownership and Limited License

The Services and all of the materials contained or featured on the Services, including but not limited to all information, text, data, graphics, illustrations, photographs, images, moving images, videos, sounds, music, interactive features, applications, downloads, software, layout and "look and feel" ("**Content**") is owned by us, our licensors or other third parties. The Content is protected by copyright, trade mark, patent and other intellectual property rights and laws.

Subject to your compliance with this Agreement and any Additional Terms, Moose grants you a limited, non-exclusive, revocable, non-assignable and non-transferable license to access and use the Services and Content for your own personal, informational and non-commercial purposes consistent with the intended purpose of the Services. You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or in any way exploit any of the Content. The Content

shall remain the exclusive property of us, our licensors or other third parties, as applicable, unless otherwise expressly agreed by us.

All of the trademarks, service marks, trade names and logos (“**Marks**”) used on the Services belong to us, our licensors or other third parties. You are prohibited from using the Marks in any way without our prior written consent.

You must not remove any copyright, trademark or other proprietary notices from the Services or Content.

2. User Generated Content

Moose may allow users to post, upload, display, publish, distribute, broadcast or otherwise make available on or submit through the Services messages, information, reviews, ratings, text, illustrations, photographs, graphics, images, sounds, music, videos, files or any other materials (“**User Generated Content**”).

You grant Moose a non-exclusive, unlimited, sub-licensable, transferable, worldwide, irrevocable, perpetual and royalty free license to use, copy, record, distribute, reproduce, disclose, display, publicly perform, publish, broadcast, translate, make derivative works of, and otherwise exploit your User Generated Content (or derivative works thereof) for any purposes and on whatever media (now known or hereafter developed).

You represent and warrant that that: (a) you are the sole author and owner of the intellectual property rights and other rights in the User Generated Content; (b) the User Generated Content does not infringe the rights, including intellectual property rights, of any third parties; (c) the User Generated Content is accurate; and (d) the User Generated Content does not violate any laws, this Agreement or any Additional Terms.

Moose neither endorses nor is responsible for any User Generated Content. Any opinions, judgments, statements, advice, offers or other information contained in User Generated Content are those of its authors and not of Moose or its directors, officers, employees or agents. Moose has no obligation to review, monitor or investigate any User Generated Content; however Moose may delete any User Generated Content that comes to its attention and which violates this Agreement or any Additional Terms, or is defamatory, offensive, obscene, violent, threatening, insulting, illegal or otherwise objectionable to Moose. Moose may, in its sole discretion, delete, move, re-format or refuse to post or display any User Generated Content without notice or any liability.

3. Permitted Use

You agree that you will not use the Services for any commercial or unlawful purposes, including but not limited to:

- a. engage in any activity that is unlawful, defamatory, offensive, obscene, violent, threatening, insulting or that violates any right of or causes harm to any third party;
- b. circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or Content;

- c. engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, Moose, or other users of the Services;
- d. reverse engineer, decompile, disassemble, reverse assemble, or modify any source or object code, software, processes or other products or services accessible through the Services;
- e. access, monitor or copy the Services or Content using a robot, spider, scraper or other automated means or manual process;
- f. use any Content in a manner that suggests an association with us or our products or services; or
- g. violate any laws or this Agreement or any Additional Terms.

Moose may, in its sole discretion, restrict or terminate your use of the Services for any reason without notice or any liability.

4. Accounts

In order to access certain Services, you may be required to register an account or provide information about yourself. If you are under the age of 13 years, you will require parental consent. The decision to provide this information is purely optional, however, if you elect not to provide such information, you may not be able to access these Services. Please also review our [Privacy Policy and Children's Privacy Policy](#).

If you register an account, you may be required to choose a username and/or password and you agree:

- a. you will not use a username that is being used by someone else, may impersonate another person, violates the rights, including intellectual property rights, of any third party or is offensive. Moose reserves the right to reject any username or password at our sole discretion;
- b. you will provide complete and accurate information about yourself and keep such information up to date whilst you continue to use the Services to which the registration relates;
- c. to keep all usernames and passwords secure, restrict access to your computer, mobile device or other technology which you use to access the Services and not allow any third party to access and use your account;
- d. to accept full responsibility for all activities occurring in your account. If you become aware of any security breaches or unauthorised use of your account, you must notify us immediately. Moose is not liable for any loss or damage to you or any third party arising from unauthorised use of your account, with or without your knowledge, and you may be liable for our loss or damage or the loss or damage of our third party licensors, content and service providers due to authorised use of your account.

Moose reserves the right to restrict, suspend or terminate your account, in its sole discretion without notice and without liability, including in the event we stop offering the Services.

5. Purchases and Virtual Items

Moose may charge fees associated with certain Services, including but not limited to, downloads of Apps and Virtual Items (see definition below). By making a purchase, you represent and warrant that you are of the age of the majority, or if not, you are making the purchase with the consent of your parent or legal guardian.

An App may allow you to purchase and use virtual currency, coins, tokens, points, in-game items or benefits (“**Virtual Items**”). Virtual Items have no monetary value and cannot be redeemed for actual currency, goods or other items of monetary value, including in the event you have unused Virtual Items at the time your account is closed, whether such closure was voluntary or not. The purchase of a Virtual Item is the purchase of a limited, non-exclusive, revocable, personal and non-transferable license to use the Virtual Item in the App only. You cannot sell, transfer, assign, sub-license, gift or trade Virtual Items. Any such transfer or attempted transfer is prohibited and will be null and void.

All purchases are final and non-refundable, unless required by law. You are responsible for ensuring the App is compatible with your computer, mobile device or other technology with which you intend to use the App. Moose is not responsible for any errors on invoices issued by your carrier. Prices exclude all applicable taxes and telecommunication charges, unless otherwise indicated. To the extent permissible by law, you agree to be responsible for any such applicable taxes and telecommunication charges.

6. Unsolicited Materials

Moose does not accept or consider any unsolicited suggestions, ideas, concepts, inventions, designs or any other materials for new products or services, or improvements to products and services (“**Unsolicited Materials**”). You must not send to Moose, in any form and by any means (including in any User Generated Content), any Unsolicited Materials. If you send us Unsolicited Materials, despite our request, you assign all rights, including all intellectual property rights, in those Unsolicited Materials to Moose. Unsolicited Materials are not subject to any obligations of confidence, regardless of whether you mark them as “confidential”, and Moose is not liable for any use or disclosure of the Unsolicited Materials. Without limiting the foregoing, Moose may use the Unsolicited Materials for any and all purposes, world-wide and in perpetuity without any compensation to you. You waive any and all moral rights you may have in the Unsolicited Materials under any applicable laws.

7. Competitions, Contests and Sweepstakes

Any competitions, sweepstakes, contests or other promotions (“**Contest**”) offered via the Services may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, and terms and conditions governing the Contest. By participating in a Contest, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

8. Third Party Links and Content

The Services may contain links to third party websites. The inclusion of these links does not imply that we endorse, approve or sponsor any of these third party websites, and we assume no responsibility to monitor or review these third party websites. We have no control over these third party websites or their content, policies, terms or any other elements of these third party websites. You expressly acknowledge and agree that we are in no way responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with your use of any third party websites or links.

9. Representations and Warranties

You represent and warrant that: (a) you are at least the age of majority in your jurisdiction of residence and you have the legal right and capacity or if you are under the age of majority in your jurisdiction of residence, you have your parent's or legal guardian's consent to enter into this Agreement in your jurisdiction and to comply with this Agreement; (b) all information you provide to Moose is accurate and complete; (c) you hold and will continue to hold all rights necessary to enter into and perform your obligations under this Agreement.

10. Disclaimers and Limitation of Liability

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY ANY LAW, MOOSE AND ITS AFFILIATED ENTITIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (collectively, the "**Moose Parties**") DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MOOSE DOES NOT WARRANT THAT THE SERVICES (INCLUDING VIRTUAL ITEMS) WILL MEET YOUR EXPECTATIONS, BE ACCURATE, SECURE, TIMELY, UNINTERRUPTED, ACCESSIBLE OR FREE FROM DEFECTS, ERRORS OR VIRUSES, OR THAT DEFECTS, ERRORS OR VIRUSES WILL BE CORRECTED.

TO THE FULLEST EXTENT PERMISSIBLE BY ANY LAW, IN NO EVENT WILL THE MOOSE PARTIES BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SERVICES (INCLUDING VIRTUAL ITEMS), EVEN IF MOOSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMISSIBLE BY ANY LAW, IN NO EVENT WILL THE LIABILITY OF THE MOOSE PARTIES FOR LOSS OR DAMAGES IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING VIRTUAL ITEMS) EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN RESPECT OF THE SERVICES WHICH FORM THE BASIS OF YOUR COMPLAINT, AND IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY SHALL BE TO CEASE USING THE SERVICES AND TERMINATE YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTHING IN THIS

AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY RIGHT OR REMEDY YOU MAY HAVE UNDER ANY APPLICABLE LAW.

11. Indemnification

You agree to, upon request, indemnify and hold the Moose Parties harmless from and against all claims, demands, liabilities, losses, damages and expenses of any kind (including reasonable legal fees and costs) arising out of or in connection with: (a) your User Generated Content; (b) your access or use of the Services or Content; (c) the unauthorised use of your account; and (d) your violation of any laws, regulations, rules or ordinances, or this Agreement or any Additional Terms.

12. Governing Law; Forum; Other Terms

- a.** By accessing and using the Services, you agree that this Agreement shall be governed by and construed under the laws of the State of Victoria, Australia and in the event that you file a lawsuit pertaining to the Services that the lawsuit will take place in the State of Victoria, Australia.
- b.** If any provision of this Agreement shall be deemed void or unenforceable, the remainder of the Agreement shall nonetheless be enforceable.
- c.** Our failure to exercise any right provided for herein will not be deemed a waiver of any further rights hereunder.
- d.** Any provision that was, by its nature, intended to survive termination of this Agreement will survive.
- e.** We may assign or licence our rights and obligations under this Agreement, in whole or part, to any party at any time without any notice. You may not assign or licence this Agreement, or delegate your duties under them, without the prior written consent of us.
- f.** When you use the Services or send emails to us, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. Contact Us

If you have any questions or concerns with the Services, or this Agreement, the Privacy Policy or Children's Privacy Policy, you may contact us by e-mail at DPO@moosetoys.com