

**KIDKEEPER SOLUTIONS INC.**  
**Website Terms of Use and Privacy Policy**

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**PRIVACY POLICY**

Protecting your private information is our priority. This Statement of Privacy applies to the kidkeeperonline.com and KidKeeper Solutions Inc. and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to KidKeeper Solutions Inc. include kidkeepersolutions.com and KidKeeper. The KidKeeper website is a Management Platform for the Childcare Facilities and Operations site. By using the KidKeeper website, you consent to the data practices described in this statement.

**Collection of your Personal Information**

KidKeeper may collect personally identifiable information, such as your name. If you purchase KidKeeper's products and services, a secured third party pay system, collects billing and credit card information. This information is used to complete the purchase transaction. We may gather additional personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by KidKeeper. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the KidKeeper website.

KidKeeper encourages you to review the privacy statements of websites you choose to link to from KidKeeper so that you can understand how those websites collect, use and share your information. KidKeeper is not responsible for the privacy statements or other content on websites outside of the KidKeeper website.

**Use of your Personal Information**

KidKeeper collects and uses your personal information to operate its website(s) and deliver the services you have requested.

KidKeeper may also use your personally identifiable information to inform you of other products or services available from KidKeeper and its affiliates. KidKeeper may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

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KidKeeper does not sell, rent or lease its customer lists to third parties.

KidKeeper may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to KidKeeper, and they are required to maintain the confidentiality of your information.

KidKeeper may keep track of the websites and pages our users visit within KidKeeper, in order to determine what KidKeeper services are the most popular. This data is used to deliver customized content and advertising within KidKeeper to customers whose behavior indicates that they are interested in a particular subject area.

KidKeeper will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on KidKeeper or the site; (b) protect and defend the rights or property of KidKeeper; and, (c) act under exigent circumstances to protect the personal safety of users of KidKeeper, or the public.

**Use of Cookies**

The KidKeeper website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize KidKeeper pages, or register with KidKeeper site or services, a cookie helps KidKeeper to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same KidKeeper website, the information you previously provided can be retrieved, so you can easily use the KidKeeper features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the KidKeeper services or websites you visit.

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**Security of your Personal Information**

KidKeeper secures your personal information from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

**Children Under Thirteen**

KidKeeper does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

**Opt-Out & Unsubscribe**

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from KidKeeper by contacting us here:

- Email: [joni@kidkeepersolutions.com](mailto:joni@kidkeepersolutions.com)

- Phone: (888)-333-1251

**Changes to this Statement**

KidKeeper will occasionally update this Statement of Privacy to reflect company and customer feedback. KidKeeper encourages you to periodically review this Statement to be informed of how KidKeeper is protecting your information.

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**END USER AGREEMENT**

PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE USING ANY OF THE SERVICES DESCRIBED BELOW. BY USING THE SERVICES YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND POLICY AND THAT YOU AGREE TO BE BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, PROMPTLY EXIT THIS PAGE WITHOUT ACCESSING OR USING ANY OF THE SERVICES.

**THE SERVICES:**

**1. The Service:**

Subject to the terms of this Agreement, KidKeeper Solutions Inc., (hereinafter “KidKeeper”) grants to you a limited, personal, non-transferable, and non-exclusive right to use the Internet services for software (hereinafter “Services”) during the Term. Your use of the Services shall be strictly in accordance with this Agreement and our Acceptable Use Policy. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

KidKeeper Solutions is a management platform for daycare operations, which enables its users to manage its business. KidKeeper Solutions is designed by Providers to meet all of your professional needs. KidKeeper Solutions securely maintains your privacy and that of your clientele and your kids.

**PAYMENT:**

**2. Payment:**

For access to and use of the Service, you agree to pay the amounts set forth in the Fee Schedule with KidKeeper. The Basic Subscription Fee will be charged whether you use the Service or not. You are responsible for any taxes, including personal property taxes or sales taxes, resulting from your use of the Service. Payments will be charged to the user’s credit card on a monthly basis in the amount of twenty-four dollars and ninety nine cents (\$24.95) (hereinafter “subscription”). User may cancel their subscription to the Service at any time, but prior payments for the Service will not be refunded. User’s failure to make the monthly subscription payment will result in suspension of the Service.

**YOUR ACCOUNT:**

**3. Your Account:**

If you use this site, you are responsible for maintaining the confidentiality of your

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account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that KidKeeper is not responsible for third party access to your account that results from theft or misappropriation of your account. KidKeeper Solutions and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**INTERNATIONAL USERS:**

**4. International Users:**

The Service is controlled, operated and administered by KidKeeper from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the KidKeeper Content accessed through the world wide net in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**KIDKEEPER'S RESPONSIBILITY:**

**5. KidKeeper's Responsibilities:**

You agree to comply with our Acceptable Use Policy and all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications import and export regulations and tax laws and regulations. You agree to notify KidKeeper promptly if you suspect unauthorized use of your account. Until you notify KidKeeper, you remain solely responsible for such unauthorized use and any damages that may result therefrom. You further agree to notify KidKeeper immediately in the event you become subject to any lawful order or process that would prohibit or limit your use of the Service.

**TERMINATION:**

**6. Termination:**

The term ("Term") of this Agreement shall commence upon your acceptance of this Agreement and remittance of credit card payment. You may terminate this Agreement at any time. Failure to maintain monthly payments for the Service will cause the termination of this Agreement. KidKeeper may at any time and without advance notice modify or restrict your use of the Service if KidKeeper determines, in its sole discretion, that your use of the Service: (1) violates the Acceptable Use Policy; (2) violates any laws, regulations, court orders, or other governmental request or order which requires immediate action; (3) violates any intellectual property rights of KidKeeper or a third party; (4) violates any export or import regulations; (5) is disruptive or causes a malfunction of the Service; or (6) may expose KidKeeper to potential legal liability. If you do not correct the violation within ten (10) days thereafter, KidKeeper may terminate this Agreement. KidKeeper may suspend or in its sole option terminate the Service if you fail to timely pay any amounts required under

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this Agreement.

**RIGHTS AND DUTIES UPON TERMINATION:**

**7. Rights and Duties Upon Termination:**

Upon termination of this End User Agreement, all rights to the Service terminate immediately. You remain liable for the full monthly charge for the month during which your Service is suspended or terminated and for any usage-based fees. If this End User Agreement is terminated, you agree not to re-register for or otherwise access the Service without KidKeeper's prior written approval. KidKeeper and/or its agent may delete any data files associated with your use of the Service upon termination of this Agreement.

**WEBSITE AVAILABILITY:**

**8. Website Availability:**

Your Website will be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of KidKeeper or which are not reasonably foreseeable by KidKeeper, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

**DISCLAIMER OF WARRANTIES:**

**9. Disclaimer of Warranties:**

THE SERVICE IS PROVIDED AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. KIDKEEPER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. KIDKEEPER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. KIDKEEPER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KIDKEEPER OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICE. YOU SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES

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WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OCCURRED. KIDKEEPER DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. KIDKEEPER IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES.

**LIMITATION OF LIABILITY:**

**10. Limitation of Liability:**

IN NO EVENT SHALL KIDKEEPER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF KIDKEEPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF KIDKEEPER TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO KIDKEEPER IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

**EXCLUSIVE REMEDY:**

**11. Exclusive Remedy:**

Your sole right and exclusive remedy for breach of this Agreement by KidKeeper if you are dissatisfied for any reason with the Service is to terminate this Agreement as provided in this Agreement.

**ARBITRATION AND CLASS ACTION WAIVER**

**12. Arbitration**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Arbitration Rules of the American Arbitration Association. Information about the American Arbitration Association, and how to commence arbitration before it, is available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom

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shall preside jointly over the matter. The arbitration shall take place in the County of Riverside, State of California.

**13. Class Action Waiver**

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**INDEMNITY:**

**14. Indemnity:**

You shall indemnify and hold KidKeeper harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney's fees and disbursements) which KidKeeper may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of your use of the Service, including the content of your Website or any information contained therein. To qualify for such defense and payment, KidKeeper must: (1) provide you with prompt written notice of a potential third party claim; and (2) allow you to control, and fully cooperate with you in, the defense and all related negotiations.

**CHOICE OF LAW AND VENUE:**

**15. Choice of Law and Venue:**

This Agreement and Acceptable Use Policy shall be governed by the law of California. You agree that all actions or proceedings arising in connection with this Agreement or Acceptable Use Policy shall be tried and litigated exclusively in Arbitration.

**GENERAL TERMS:**

**16. General Terms:**



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Except as provided in this Agreement, any changes to this Agreement must be in writing and signed by KidKeeper and you. Your rights and obligations under this Agreement may not be assigned or transferred without written permission of KidKeeper. If any provision of this Agreement is determined to be invalid, all other provisions will remain in force. Notice or other communication between you, and/or KidKeeper, may be given by conventional first-class mail or by e-mail and are effective on the date received. **YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY CHOOSE NOT TO BECOME A USER OF THE SERVICES.**

**CONTACT US:**

**17. Contact Us:**

KidKeeper Solutions welcomes your questions or comments regarding the Terms:

KidKeeper Solutions INC.  
45624 Corte Montril  
Temecula, California 92592

Email Address:  
[joni@kidkeepersolutions.com](mailto:joni@kidkeepersolutions.com)

Telephone number:  
(888)-333-1251