

Terms of Use

Effective date: June 30, 2020

Welcome to Kiddenz. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at hello@kiddenz.com.

These Terms of Use (the “Terms”) are a binding contract between you and Vollgas Technology Services LLP. (“Kiddenz,” “we” and “us”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#) and [Copyright Dispute Policy](#).

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Kiddenz.com website, by sending you an email, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Kiddenz takes the privacy of its users very seriously. For the current Kiddenz Privacy Policy, please click [here](#).

WHAT ARE THE BASICS OF USING KIDDENZ?

Kiddenz is a network that connects preschool and day-care providers (“Providers”) and those looking to engage childcare services (“Parents”). A person who completes Kiddenz’s account registration process, including Providers and Parents, is a “Member.” When we use the word “you” in these Terms, it refers to any Member, while if we use one of those specific terms, it only applies to that category of user.

Providers arrange and organize preschool or day-care facilities. Providers may list their facility as available via the Services (“Listings”). Parents may select preschool/daycare in Listings for their child(ren). You may view Listings as an unregistered visitor to the Services; however, if you wish to connect with providers in or create a Listing, you must first register to create a Kiddenz Account (defined below).

While these Terms do place certain restrictions on our Members’ use of our Services, you understand that Kiddenz is not a party to the relationship formed between a Provider and a Parent. A Parent may use Kiddenz to facilitate its receipt of professional services from a Provider (“Provider Services”), but Kiddenz can’t and won’t be responsible for making sure those Provider Services are actually provided or are up to a certain standard of quality, or for mediating disputes between Providers and/or Parents. Kiddenz similarly can’t and won’t be responsible for ensuring that information (including credentials) a Parent or Provider provides about himself or herself is accurate or up-to-date. We don’t control the actions of any Parent or Provider, and Providers aren’t our employees.

A Parent and a Provider may choose to enter into a separate agreement outside of Kiddenz regarding the Provider Services, to which we are not a party and aren’t responsible for enforcing (an “Outside Agreement”). We encourage you to use Outside Agreements, but will not review their

terms. If you choose to enter into an Outside Agreement, it must not, in any manner, conflict with any of the terms herein.

IF YOU CHOOSE TO CREATE A LISTING ON KIDDENZ, YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH KIDDENZ IS LIMITED TO BEING A MEMBER AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF KIDDENZ FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF KIDDENZ. KIDDENZ DOES NOT CONTROL, AND HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF KIDDENZ, INCLUDING BY INAPPROPRIATELY USING ANY KIDDENZ INTELLECTUAL PROPERTY.

HOW CAN I CREATE A KIDDENZ ACCOUNT?

In order to access certain features of the Services and to select a provider for your child(ren) or create a Listing, you must register to create an account ("Kiddenz Account"), select a password and username ("User ID") and become a Member. You promise to provide us with accurate, complete, and updated registration information about yourself. Kiddenz reserves the right to terminate your Kiddenz Account and your access to the Services if you create more than one Kiddenz Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service. You may not select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract. You understand and agree that you must provide accurate information. Kiddenz may, for transparency or fraud prevention or

detection purposes (directly or through third parties) ask you to provide a form of government identification (for example, your driver's license or passport), your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources. However, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

You will only use the Services for your own internal, personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your Kiddenz Account.

HOW CAN I CREATE A LISTING?

Only Providers may create Listings. To create a Listing, a Provider will be asked a variety of questions about the preschool or daycare facilities to be listed, including, but not limited to, the location, capacity, size, features, availability, and pricing and related rules. All Preschool and day-cares must have valid physical addresses. The placement or ranking of Listings in search results may depend on a variety of factors, including, Parent and Provider preferences, ratings, filters and reviews . A Provider may choose to include certain requirements which Parents must meet in order to be eligible to request an appointment of the Provider's facility.

Providers alone are responsible for any and all Listings they post. Accordingly, each Provider represents and warrants that any Listing such Provider posts, any Admission thereof, in a Provider's Listing (i) will not breach any agreements the Provider has entered into with any third

parties, such as homeowners association, condominium, or other third party agreements, (ii) will be in compliance with all applicable laws (such as zoning laws), tax requirements, intellectual property laws, and rules and regulations that may apply to any preschool/day-care included in a Listing the Provider posts (including having all required permits, licenses and registrations), and (iii) not conflict with the rights of third parties. Please note that Kiddenz assumes no responsibility for a Provider's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Kiddenz reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Kiddenz, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services.

HOW DO Admissions WORK?

Providers shall routinely offer tours for Parents of their preschool/day-care premises ("Tours"). A Parent must attend a Tour before enrolling his or her child(ren) in an preschool/day-care.

During his or her attendance at a Tour, a Parent may express interest in enrolling his or her child(ren). The applicable Provider will have to confirm the admission to Kiddenz.

The applicable Provider, not Kiddenz, is solely responsible for honoring any confirmed Admission(s) through the Services. The Parent agrees to personally inspect the premises of the preschool/daycare via a Tour prior to the Parent's child(ren)'s admission and acknowledges that Kiddenz is not responsible for the nature and/or condition of such ECE Class.

YOUR USE OF THE SERVICES IS SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS:

You understand and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

Violates any law or regulation, including, without limitation, any applicable export control laws, zoning regulations or tax regulations;

Infringes or violates the intellectual property rights or any other rights of anyone else (including Kiddenz);

Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

Jeopardizes the security of your Kiddenz Account or anyone else's (such as allowing someone else to log in to the Services as you);

Attempts, in any manner, to obtain the password, account, or other security information from any other user;

Violates the security of any computer network, or cracks any passwords or security encryption codes;

Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);

"Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);

Copies or stores any significant portion of the Content;

Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

Falsely implies Kiddenz endorsement, partnership or otherwise misleads others as to your affiliation with Kiddenz.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

You also agree to comply with the Kiddenz Rules (which are part of these Terms), which include further details on what you can and cannot do while using the Service. A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in Kiddenz?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Kiddenz's) rights.

You understand that Kiddenz owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except

as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Do I have to grant any licenses to Kiddenz or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Kiddenz a license to translate, edit, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (a "Public User Submission"), then you grant Kiddenz the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Kiddenz users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Kiddenz's business for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide, and you understand and agree that we may continue displaying your Public User Submissions after you delete your Kiddenz account, that it may not be possible to completely delete that content from Kiddenz's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Kiddenz, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers.

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to

do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Kiddenz. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Kiddenz is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Kiddenz has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Kiddenz will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Kiddenz shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Kiddenz is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Kiddenz, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Will Kiddenz ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

Does Kiddenz cost anything?

Though many of our Services are currently free, we reserve the right to charge for certain or all Services in the future. You shall pay all applicable fees, as described on the Kiddenz website in connection with the Services selected by you. Kiddenz reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the website. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

Premium Services. If you choose to sign up for our premium services (the "Premium Services"), you will be charged a subscription fee based on the length of the subscription you select (the "Subscription Term"). The subscription fee for the Premium Services ("Subscription Fee") will be charged to you in advance as further described below. For details on the features and fees for the Premium Services, see our help center. All Premium Services Fees are non-refundable.

Auto-Renewal for Premium Services. Your Admission in the Premium Services will be automatically renewed at the end of each Subscription Term and your Payment Method (defined below) will be charged in advance for the next Subscription Term. If you wish to cancel auto-renewal of your Premium Services subscription for the following Subscription Term, you must cancel by following the instructions found here prior to the end of your then-current Subscription Term. Kiddenz may change the Subscription Fee upon notice to you, but such change will only take effect after your then-current Subscription Term has ended. If you do not wish to pay the new Subscription Fee, your only remedy shall be to

cancel your Subscription for the following Subscription Term, prior to the expiration of your then-current Subscription Term.

Billing. We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your account on the Services (your "Billing Account") for use of the Premium Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for error by the Payment Processor. By choosing to use Premium Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Premium Services in accordance with the applicable payment terms, and you authorize us, through the Payment Processor, to charge your chosen payment provider (for example, a credit or debit card you provide) (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Reaffirmation of Authorization. Your non-termination or continued use of a Premium Service reaffirms that we are authorized to charge your Payment Method for the applicable Subscription Fees as described in these Terms. We may submit those charges for payment and you will be responsible for such charges. This does not waive our right to seek payment directly from you.

Current Information Required. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our Payment Processor if your Payment Method is cancelled (e.g. for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your username or password. Changes to

such information can be made in your account settings. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of Premium Services under your billing account unless you have cancelled your subscription for Premium Services as set forth above.

Promotional Discounts and Free Trials. Kiddenz may offer discounted access to certain Premium Services from time to time. Unless otherwise noted, the promotional Subscription Fee pricing is available only for the period expressly identified in the applicable promotion, after which regular Subscription Fee pricing will apply. Any free trial or other promotion that provides access to the Premium Services must be used within the specified time of the trial. You must stop using the Premium Services before the end of the trial period in order to avoid being charged Subscription Fees for continued usage of such Premium Services.

What if I want to stop using Kiddenz?

You're free to do that at any time, by contacting us at hello@kiddenz.com; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

Kiddenz is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Kiddenz has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

If you have deleted your account by mistake, contact us immediately at hello@kiddenz.com – we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any

limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither Kiddenz nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Kiddenz or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY KIDDENZ (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL KIDDENZ (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) INR 1000 OR (II) THE AMOUNTS PAID BY YOU TO KIDDENZ IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III)

ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold Kiddenz, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Kiddenz's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms shall be interpreted under the laws of the Republic of India. For any suit or legal proceedings arising out of this term the courts at Bengaluru alone will have jurisdiction to entertain and try the same. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND KIDDENZ ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Kiddenz may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in

full force and effect and enforceable. You and Kiddenz agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Kiddenz, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Kiddenz, and you do not have any authority of any kind to bind Kiddenz in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Kiddenz agree there are no third party beneficiaries intended under these Terms.