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## **Website Terms and Conditions of Use**

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You must be at least 13 to use Our website, and if You are outside of the United States You must be the necessary age to utilize websites in Your country of residence.

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## **Termination**

If at any time Company feels You have violated these Terms and Conditions, Company shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Company's sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

## **Entire Agreement**

The information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

## **Severability & No Waiver**

If any part of these Terms and Conditions of Use is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect. Any failure by Company to enforce a provision of this Terms and Conditions of Use shall not constitute a waiver of any other portion or provision of this Terms and Conditions.

## **Headings**

Headings and titles are provided in this Terms and Conditions of Use for convenience only and will not be construed as part of the legal terms.

## **Venue and Jurisdiction**

This Terms and Conditions of Use and Our Privacy Policy shall be governed by and construed in accordance with the laws of the State of New York including all matters of construction, validity,



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performance, and enforcement and without giving effect to the principles of conflict of laws. You agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Queens, New York. You and Company assume responsibility for their own collection costs and legal fees incurred should enforcement of these conditions should it become necessary.

### **Arbitration**

Any and all disputes or disagreements rising between Company and You out of this Terms and Conditions of Use upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. Company and You agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Queens, NY The cost and expenses of the arbitrators shall be shared equally by the Parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

### **Questions**

If You require any more information or have any questions about these Terms and Conditions of Use or Our Privacy Policy, please feel free to contact us by email at polina.playtolearn@gmail.com.