

Terms of Service

Version 1.0

Welcome to Savivo! We are an educational developer and distributor and provide our members with access to educational programmes over the Internet or via mobile applications.

The following is the agreement between you and Savivo A/S ("us" and "we") and are the applicable rules when you browse, learn and play in Savivo owned products (the "Agreement"). It is very important that you understand and follow these rules and if there are any parts that you do not fully understand, please discuss them with your parents. Please read this agreement carefully before using our software. By using Savivo's educational material (including but not limited to Savivo) or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use any of the Savivo's educational materials.

Rules of Conduct:

Savivo may have specific rules regarding how to use the learning exercises, play the games and interact on the particular site, but Savivo share certain core principles regarding appropriate behavior. These Rules of Conduct are those shared principles.

Play Safely.

The best safety policy is to follow your parents' rules regarding playing online.

Do Not Try To Share Personal Information.

Please do not try to share with anyone your personally identifiable information such as your e-mail address, physical address, school name, last name, photographs of yourself, instant messenger username or telephone number. Likewise, do not ask for any such information from other users. If you think anything is suspicious, make sure to report it to us using this email: info@savivo.com.

Respect The Community.

Remember, many different people enjoy learning in Savivo. In order that everyone continues to enjoy our products, it is important that everything you post or send through the game is family friendly. That means you should not attempt to post any of the following:

Profanity, obscenities ("swear words") or sexual content (express or implied).

Attacks, comments, or opinions about other people or things that slander, defame, threaten, insult or harass another person.

Information that might identify another player.

Requests for player passwords (including offers to take care of another's account).

Romance role playing.

"Spamming" (repeatedly posting the same message) or "party boards".

Gangs, gang-slang, or the promotion of gangs.

Promotions offering prizes of any sort (including contests, raffles, lotteries, chain letters or any kind of giveaway).

"Cheats" or "hacks", or information or links to sites claiming to have these.

Other information that we deem, in its sole discretion, to be inappropriate for this site.

Other Players Also Enjoy Our Software.

If you see something you don't like, remember that all the stuff on the message boards, chat rooms and other communication areas comes straight from other players, not from us. We wouldn't tell kids what to say, because kids have minds of their own! But if someone sends ugly messages, we'll do our best to take care of it. We all want Savivo's learning programs to be good, safe, fun and interesting places to hang out.

Playing Our Games Is Not A Way To Make Money.

As a guest you do not own the accounts, activities, items, virtual currency, characters, locations, games and avatars; they are for you to play with only. You can't sell anything for real money. This means that you cannot try to make money off the virtual items or currency in your account or even sell the time it took you to collect such items. If we find someone selling virtual items or currency, we will freeze every account controlled by that player and every account of the player who purchased such virtual currency or items.

You are a Guest; Please Act as Such.

You are a guest in Savivo and you should act accordingly and respect the other guests you meet. We reserve the right to prohibit the use of Savivo to any player at any time. Please be a good guest.

Posting Your Stuff.

If you write something that catches our eye anywhere in Savivo, we might want to use it. By posting material in Savivo or through Savivo's functionality (and getting your parent's permission to do so if you are under the age of 18), you and your parents are telling us it's ok to repeat what you say. It's even ok to put it in an advertisement. It means we can use it in any way we want, anywhere, until the end of time.

Inactivity.

We work very hard at making Savivos learning material fun and enjoyable for everyone because we want you to stay active. However, if you choose to stop playing in Savivo, we reserve the right to permanently erase your account and everything associated with your account including items or privileges that may have been licensed through the payment of money to us or our licensing partners. Currently, our policy is to terminate any account that has not been active for twelve months.

Respect Other People's Creative Material.

We respect the creative material/intellectual property of others, and we ask our players to do the same. We may, in appropriate circumstances and at our discretion, terminate the accounts of players who infringe the intellectual property rights of others.

Do Not Share Your Account.

You shall not share your account with anyone or allow anyone else other than you personally to access or use your account, other than your parent(s) or guardian(s) who have rights to access and manage your account if you are a minor. You will be held responsible for any activity that occurs on an account registered to you.

Use of Content/Intellectual Property:

Your License to Our Content/Intellectual Property.

All site software, design, text, images, photographs, songs, illustrations, audio clips, video clips, artwork, graphic material, programs, routines, objects, files data, characters/avatars (including all attributes comprising or associated with any player account such as virtual currency, trophies, virtual pets, game statistics, and virtual items), player, avatar names and pet names, games or other copyrightable elements, and the selection and arrangements thereof, and trademarks, service marks and trade names (the "Material") are the property of Savivo and/or its subsidiaries, affiliates, assigns, licensors or other respective owners and are protected, without limitation, pursuant to European, U.S. and foreign copyright and trademark laws.

We hereby grant you a personal, non-exclusive, non-assignable and non-transferable license to use and display, for noncommercial and personal use and solely for purposes permitted by, and in a manner consistent with the terms of this Agreement and the game rules applicable to each individual site, one copy of any material and/or software that you may download / online use from any Savivo software, including, without limitation, any files, codes, audio or images incorporated in or generated by the software provided that you maintain all copyright and other notices contained in such material. You agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any material to any third party (including, without limitation, the display and distribution of the Material via a third party website) without the express prior written consent of us. Use of our and/or our licensors' Material is only permitted with their express written permission. You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Material.

Any and all rights not specifically and expressly granted by us herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied. Any use of Savivo not expressly authorized by us is strictly forbidden and will be regarded as an infringement of our copyrights in and to Savivo and/or the individual games within Savivo. You agree that you will not, under any circumstances: (a) in whole or in part, translate, reverse engineer, derive source code from, modify, disassemble, decompile or create derivative works based upon Savivo or any game contained therein; (b) use cheats, automation software, hacks, or any unauthorized third party software to modify our software, any activity or game within Savivo or to change any designed game play; (c) use the functionality of Savivo for transferring any in-game currency, item, avatar or account to another user in exchange for payment outside the game; or (d) perform any in-game

services or activity on another user's account in exchange for payment outside Savivo (e.g., obtaining feathers for other users).

Our License to Your Content/Intellectual Property.

By uploading or otherwise submitting any materials to us and/or Savivo, you (and your parents, if you're under age 18) automatically grant (or warrant that the owner of such rights has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, and distribute such materials or incorporate such materials into any form, medium, or technology (now known or hereafter developed or devised) throughout the universe. In addition, you warrant that all so-called "moral rights" and other rights recognized throughout Savivo's games (including without limitation, the European Economic Community) in those materials have been waived.

Our Copyright Policy.

We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement in Savivo and to promptly end any infringement that might occur. If you believe that Savivo contains elements that infringe your copyrights in your work, please contact us on info@savivo.com

Links And Advertisements:

Third Party Links.

There may appear URLs, hyperlinks or any other form of link or re-direction (collectively "Links") that take you outside of Savivo to sites that are beyond our control. When you click on these Links, you are taken to sites not under our management and control and different terms of use and privacy policies may apply. The appearance of these links and/or other materials generated by third parties does not constitute any endorsement by us and we do not necessarily share their opinions. We explicitly disclaim any responsibility for the accuracy, content, availability, completeness or quality of the content contained at these sites. Further, we are not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such third party sites. As such, we are not responsible for any errors or for the results obtained from the use of such information contained in these sites. Finally, under no circumstances will we be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party sites accessed through links in any of our content.

Nor can we be held responsible for the accuracy, relevance, legality or decency of material contained on sites retrieved in searches and/or listed in search results or identified on search results pages.

We encourage discretion when visiting third party sites and considering the products and/or services offered on such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third

parties. As such, you hereby irrevocably waive any claim against us with respect to such third party sites.

Ads and Malware.

We take great care and pride in creating Savivo. We are always on the lookout for technical glitches that effect how Savivo work. When we find them on our end, we will fix or remove them according to our development plan and bug report schedule. Unfortunately, your home computer may cause some glitches that effect how you see and experience Savivo, often this is beyond our control. If you experience any unusual behavior, content or ads in Savivo, it may be the result of Malware on your computer. Malware is a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on Savivo is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our sites and on other sites that you visit.

Communication:

Posting Content Via Site Functionality.

Savivo contain various features that may permit players, consistent with applicable laws, to post ideas, content, information and opinions ("Postings"). In no event do we assume or have any responsibility or liability for anything posted by you or another player. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all information they contain and that such Postings shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any person, or otherwise violate any law or give rise to liability. Further, you agree not to abuse our communication features by "spamming" (posting numerous identical messages).

The communication features in our games and online communities may be used for noncommercial purposes only. You are not permitted, without our express written approval, to distribute or otherwise publish any Postings containing any solicitation of funds, endorsements (including of a religious, political, sexual orientation, or social cause nature), promotions, or advertising or solicitations of any kind or nature. You specifically acknowledge that soliciting other players of Savivo's games to join or become members of any commercial online service or other organization or group (profit, non-profit, religious, social, political, or otherwise) is expressly prohibited. Savivo may have particular rules regarding communicating with other players. First, be respectful of other players and always remember that children are playing in Savivo. If you try to post something that we deem inappropriate, in our sole discretion, your account will be terminated. Second, we don't allow players to try to get other players to communicate off Savivo. Thus, your account may be terminated is you ask for information such as other players' IM, email address, physical address or suggest that you and the other player should go to a third party site so you can communicate more freely. Likewise, do not supply any such information about yourself to other players. Remember all communications can be monitored and may be viewed by Savivo staff or other monitors to make sure your communications with others are appropriate.

Communications with Us.

Savivo provides methods to communicate with us regarding your account, concerns about other players, site questions, etc. First, when we communicate with you, WE WILL NEVER REQUEST YOUR PASSWORD. Second, please do not spam the communication features and make sure that you only communicate through the proper communications channels designated to address your questions. If you don't use the proper communications channels for your particular question, you may not receive a response.

E-Mails.

We, our partners or resellers reserve the right to contact you by e-mail regarding product updates and news.

Rules Applicable to Certain Other Services Offered in Savivo:

Some of Savivo may offer additional services and offers like the ability to purchase virtual items, subscription-based services, contest and sweepstakes. For such additional services and activities, there may be specific rules of participation which appear in connection with information about a particular activity and you will have to agree to those rules in order to participate, subscribe, purchase or license. This Agreement is incorporated by reference to the applicable rules of participation. Any such terms of participation are in addition to this Agreement, and in the event of a conflict, prevail over this Agreement as applied to those services and activities, membership, free trials, billing and cancellation

Membership

Ongoing Membership.

Your Savivo membership, which may start with a free trial, or a discounted price, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Savivo service. We will bill the monthly membership fee to your Payment Method. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.

Differing Memberships.

We may offer a number of membership plans, including a one-off yearly plan as an alternative to the subscription based model. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your membership with Savivo by logging in to our website: <http://recurring.savivo.com/userui/>. Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

Free Trials /discounted entry fees

Your Savivo membership may start with a free trial or a discounted entry fee. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up. Free trials may not be combined with any other offers. Free trials are for new and certain former members only. Savivo reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will begin billing your Payment Method for monthly membership fees at the end of the free trial period of your membership unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including monthly membership price and end date of your free trial period, log in to our website: <http://recurring.savivo.com/userui/>. We may authorize your Payment Method through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun. TO CANCEL YOUR SUBSCRIPTION, LOG IN TO <http://recurring.savivo.com/userui/> WEB PAGE AND CLICK BUTTON 'DELETE' UNDER THE TAB 'ACTIVE SUBSCRIPTIONS'. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel.

Billing

Recurring Billing.

By starting your Savivo membership, you authorize us to charge you a monthly membership fee at the then current rate, and any other charges you may incur in connection with your use of the Savivo service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

Price Changes.

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.

Billing Cycle.

The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Savivo membership or became a paying member on January 31st, your next payment date is likely to be February 28th,

and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. Visit our website <http://recurring.savivo.com/userui/> and click on the "Active subscriptions" tab to see the commencement date for your next renewal period. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

No Refunds.

PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Payment Methods.

You may edit your Payment Method information by visiting our website and clicking on the "Your Account" link, available at the top of the pages of the Savivo website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. If you signed up for Savivo using your account with a third party (i.e., iTunes, or similar account) as a Payment Method, and wish to cancel your Savivo membership at any time, including during your free trial, you will need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the Savivo service. You may also find billing information about your Savivo membership by visiting your account with the applicable third party. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Cancellation.

You may cancel your Savivo membership at any time, and you will continue to have access to the Savivo service through the end of your monthly billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS. To cancel, go to the <http://recurring.savivo.com/userui/> page log in with your user name and password and click 'Delete' in 'Active subscriptions' tab. We may offer a full refund if the user is not satisfied within the first month of being a Savivo member whether a subscriber or a one-off paying customer. But only during the first 30 days of membership.

Miscellaneous:

Disclaimer And Limitation Of Liability.

Savivo and all materials contained in our software are distributed and transmitted on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose. We are not responsible or liable for any infections or contamination of your system, or delays, inaccuracies, errors, or omissions arising out of your use of Savivo and other Savivo products or with respect to the information and material contained in them. The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any material rests with you. To the fullest extent permissible pursuant to applicable law, we our affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the site will not be liable for damages of any kind including, without limitation, compensatory, consequential, incidental, indirect, special or similar damages, that may result from the use of, or the inability to use, the materials contained on this site whether the material is provided or otherwise supplied by Savivo or any third party. Notwithstanding the foregoing, in no event shall our liability to you for any and all claims, damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for accessing Savivo.

Termination of Account/Site Content.

The privileges granted to you under this Agreement will terminate immediately and automatically without notice from us, if, in our sole discretion, you fail to comply with this Agreement or the applicable game rules posted on the individual Virtual World. We also reserve the right to terminate your access to any of Savivo at any time. Finally, we reserve the right to change, modify, delete Savivo or any of their respective content or features at our sole discretion.

Indemnification.

You agree to indemnify, defend and hold harmless, us, ours affiliates, and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to Savivo from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you. We reserve the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

Applicable Law, Venue, Jurisdiction.

The Agreement and the relationship between you and us shall be governed by the laws of Denmark. For any dispute arising under this Agreement, you agree to submit to the personal and exclusive jurisdiction of Denmark. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of Savivo or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Interpretation.

This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof, and cannot be changed or terminated orally. If any provision of this Agreement is found to be illegal or unenforceable, the Agreement will be curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect. In interpreting this Agreement, the English version governs the interpretation and meaning of the obligation set forth herein. To the extent there is an ambiguity or conflict with the Agreement in other languages, the Agreement in English governs.

Modification.

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will notify you of these changes consistent with applicable law. Once we modify the Agreement, these changes become effective immediately and if you use Savivo after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms of this Agreement regularly so you are aware of the most current rights and obligations pursuant to your agreement with us.

International Transfer of Information.

As we operate globally, we may need to transfer to and process personally identifiable information about you on our servers in Europe, US and Asia and we will use such information consistent with our Privacy Policy. By using Savivo, you expressly consent to our Privacy Policy.

Location.

We operate and control Savivo from its offices at Lersø Parkallé 107, 2100 Kbh. Ø. Denmark. This Terms of Use Agreement was last modified on September 23th, 2013 and is effective immediately.