

# Terms of Use

## Policy Creation Date

1. These Terms of Use ("Terms") were updated on 2021-01-29.

## Application

1. The websites SAGOMINI.COM, SAGOMINIBOX.COM, and TOCALIFEBOX.COM (the "Site" or "Site(s)") are owned and operated by Sago Sago Toys Inc. ("Sago Sago", "we," and "us"). Access and use of these Sites and related products, services and any community portal (the "Services") are provided by us to you on condition that you accept these terms of use, and by accessing or using any Site or the Services, you agree to these terms of use. If you do not agree to accept and abide by these terms of use, you should not access or use this Site or the Services. These terms of use apply to the Sites, the SAGO MINI WORLD and SAGO MINI SCHOOL digital subscription programs, and the SAGO MINI BOX and TOCA LIFE BOX physical subscription programs.
2. These Terms govern the relationship between you, the Site visitor and/or member ("you") and Sago Sago with respect to your use of the Site and the Services. We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) the Site(s) or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through the Site(s) or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of the Site(s) or the Services; and (iv) the equipment, hardware or software required to use and access the Site(s) or the Services.
3. Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Site. Your continued use of the Site(s) or the Services after such notice will be deemed acceptance of such changes. Be sure to return to this Site periodically to ensure you are familiar with the most current version of these Terms of Use.
4. IF YOU ARE A PARENT OR GUARDIAN AND YOU CONSENT TO YOUR CHILD'S USE OF OR REGISTRATION WITH THIS SITE OR THE SERVICES, BY PROVIDING SUCH CONSENT YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF YOUR CHILD'S USE OF THE SITE(S) AND THE SERVICES.

## Description of Programs

1. Sago Mini Box and Toca Life Box are physical subscription products delivered monthly on a monthly or annual auto-renewing subscription.
2. Sago Mini World is a digital subscription product that gives customers access to the Sago Mini digital catalogue via a single digital app. This subscription is available on a monthly or annual auto-renewing subscription.
3. Sago Mini School is a digital subscription product that gives customers access to the Sago Mini School digital app. This subscription is available on a monthly or annual auto-renewing subscription.
4. The following sites are covered by these Terms: SagoMini.com, SagoSago.com, Store.SagoMini.com, SagoMiniBox.com, TocaLifeBox.com. Any terms specific to certain sites or products have been outlined below.
5. Our customer Account Portal can be found at [account.sagomini.com](https://account.sagomini.com).
6. Sago Sago and Toca Life Box and any and all entities that control, are controlled by, or are affiliated or under common control with are collectively referred to herein as "Sago", "Toca" , "we," "us," or "our."

## Privacy

1. Our Privacy Policy is an integrated part of these terms and can be accessed at: <https://sagomini.com/en/legal/privacy-policy/>
2. For information on the processing of personal information collected online from children, please refer to our Privacy Policy: <https://sagomini.com/en/legal/privacy-policy/>.
3. Any third parties acting on behalf of Sago Sago or Toca Life Box are bound by the same rules and principles as Sago Sago.

# Accounts

1. Subscribing to any Sago Mini physical or digital subscription will require you to create an account.
2. Subscribing to the Toca Life Box physical subscription will require you to create an account.
3. We may suspend or terminate your ability to use any of our digital or physical subscriptions in the case of failure to comply with our Terms of Use or any special terms related to a particular service.
4. By creating an account, you agree to receive emails promoting any special offer(s), including third-party offers. You may opt-out from receiving special promotions or marketing correspondence from us by unsubscribing as noted in the applicable email correspondence.
5. You can reach account support by emailing any of the following email addresses: support@sagomini.com, support@sagominibox.com, or support@tocalifebox.com. For brevity, support@sagomini.com is referenced as the default contact email in these terms.

# Information Collected

## Data Retention

1. Our retention periods for personal data are based on business needs and legal requirements. We retain personal data for as long as is necessary for the processing purpose(s) for which the data was collected, and any other permissible, related purpose. For example, we may retain certain transaction details and correspondence until the time limit for claims arising from the transaction has expired.

## Account Creation

1. In order to create an account on our website, we require the following from you:
  - Email Address

- Password
- Agreement to our Privacy Policy
- Agreement to our Terms of Use

## Purchasing

1. We require you to have an existing account on our website to purchase a subscription. When you purchase a subscription, we require the following additional information from you:

- Name
- Billing Address
- Shipping Name and Address
- Payment Information (including credit billing name, number, expiry date, and CVC code)

## Recipient Information (SagoMiniBox.com and TocaLifeBox.com only)

1. We also collect the following recipient information for our physical subscriptions:
  - Recipient Name
  - Recipient Shipping Address
  - Recipient Month and Year of Birth

# Terms and Conditions of Sale

## Billing and Payments

1. The price of the services and/or goods is payable in full before goods are delivered, and you will automatically be charged each month for your ongoing subscription. If you have committed to a subscription period lasting longer than one month (e.g., a twelve-month plan), you will automatically be charged for the full cost of that subscription on the day that you subscribe.
2. Unless you cancel your subscription or membership prior to the end of your current subscription period, at the end of that period your subscription will automatically be renewed for an additional subscription period of the same amount of time. This applies to both monthly and annual subscription programs.
3. If your payment method reaches its expiration date and you do not edit your credit card information and you have an ongoing subscription, you authorize us to continue billing the credit card on file. This includes extending the expiration date until we are notified by you or the credit card company that the account is no longer valid. We encourage you to constantly update your payment information or cancel your membership should you wish to discontinue your monthly or annual purchase.
4. We use third-party payment and subscription billing services in lieu of directly processing your subscription and credit card information. By submitting your credit card information, you grant us the right to store and process your information with the third-party payment services.
5. You acknowledge that we may change the third-party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.
6. All financial matters regarding your information are subject to the conditions of the third-party payment service providers' terms of service. The current version of these can be found at:
  - Chargebee <https://www.chargebee.com/company/terms/>
  - GiftUp <https://www.giftup.com/terms-conditions>
  - Shopify <https://www.shopify.com/legal/terms>

- Stripe <https://stripe.com/en-ca/legal>

## Products and Pricing

1. All products listed on our sites (“Products”), their descriptions, and their prices are subject to change. We reserve the right to modify, suspend, or discontinue the sale of any product, with or without notice.
2. In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, we have the right, prior to the acceptance of your order, to decline or cancel any such orders, whether or not the order has been confirmed and/or your credit card charged. If your credit card has already been charged for the order and we cancel your order, we will issue a refund to your credit card account in the amount of the charge, including any shipping fees.

## Loss/Damage Claims Notice Period

1. For loss/damage claims, you must notify us within thirty (30) days of the date of your purchase if you believe all or part of your order is missing or damaged. Please contact our Customer Care team by emailing [support@sagomini.com](mailto:support@sagomini.com) for loss/damage claims.

## Shipping Information (SagoMiniBox.com and TocaLifeBox.com only)

### Shipping Date(s)

1. Shipping date(s) and/or arrival times are estimates and are not guaranteed. We reserve the right to make deliveries in installments if you order multiple items.

## Shipping Notification(s)

1. We' ll send you an email when your order has shipped, and this information will also be available in your Account Portal. You may review your order and shipping information at any time via the Account Portal.

## Pause Policy (SagoMiniBox.com and TocaLifeBox.com only)

### Monthly and Annual Subscriptions

1. You can pause your monthly or annual subscription for one month at a time at any point after you' ve been billed for the first time. Please pause by accessing your Account Portal and following the pause instructions there at least 24 hours before your billing date if you do not want to receive your next shipment as scheduled.
2. If you want to pause via our Customer Care team, please contact us at least four (4) business days prior to your subscription' s auto-renewal date by emailing [support@sagomini.com](mailto:support@sagomini.com).
3. If you need to pause for longer than one month at a time, please contact our Customer Care team by emailing [support@sagomini.com](mailto:support@sagomini.com).

## Cancellation Policy

### Monthly Subscriptions

1. You can cancel a monthly subscription at any point after you' ve been billed for the first time. Your subscription will expire after the last billing date. Please cancel by accessing your Account Portal and following the cancellation instructions there by 19:00 EST the day before your billing date if you do not want your subscription to renew.

2. If you want to cancel via our Customer Care team, please contact us at least four (4) business days prior to your subscription's auto-renewal date by emailing support@sagomini.com.

## Annual Subscriptions

1. Auto-renewing annual subscriptions (paid every 12 months) can be turned "off" at any time. We'll cancel the next automatic renewal of the subscription and your subscription will expire after the pre-paid term. Auto-renewing subscriptions cannot be canceled mid-term.

## Returns and Exchange Policy

### Returns

1. We do not offer returns, and all of our products are final sale. If you're unhappy with your product, please contact our Customer Care team by emailing support@sagomini.com and we'll work with you to resolve the issue.

### Exchanges

1. We do not offer exchanges. If you're unhappy with your product, please contact our Customer Care team by emailing support@sagomini.com and we'll work with you to resolve the issue.

### Damaged Product(s) (SagoMiniBox.com and TocalifeBox.com only)

1. If the Product arrives damaged or not substantially as described, we will issue a full refund after confirming information with you.



2. Your sole and exclusive remedy is that (a) we will issue a refund to your credit card in the amount charged for the damaged product (if your credit card has already been charged) or (b) we will not charge your credit card for the damaged product (if for any reason you have not yet been charged). Your refunded amount will include any applicable Shipping/Delivery/Administration Fee(s) that you were charged for the damaged product.
3. You must notify us within thirty (30) days of your shipment date if you believe all or part of your order is missing or damaged. Please contact our Customer Care team by emailing support@sagomini.com to initiate a refund for damaged or missing product.

## Promotions

### Rules and Limitations

1. Please read the official rules accompanying each special offer, coupon, discount, or contests we may offer or conduct. Special offers, coupons, or discounts cannot be used in conjunction with other offers unless otherwise specified.
2. Limit one promotion per order/household unless otherwise specified.

## Accessibility Statement

1. We are committed to providing a website that is accessible to the widest possible audience, regardless of technology or ability. We aim to comply with all applicable standards, including WCAG 2.0 accessibility standards up to level AA.
2. If you experience any difficulty accessing any part of this website, please contact our Customer Care team by emailing support@sagomini.com.

## Indemnification

1. You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s).

2. To the extent possible under applicable law, you hereby agree to indemnify, defend, and hold us, our affiliates, licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties" ) harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of our apps, physical products, and/or your account(s).
3. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## Miscellaneous

1. **Availability:** While we endeavor to keep downtime to a minimum, we can't promise that this Site or the Services will be uninterrupted, secure or error-free. We reserve the right to interrupt/suspend this Site or the Services, or any part thereof, with or without prior notice for any reason and you shall not be entitled to any refunds of fees for interruption of this Site or the Services.
2. **Access to the Internet:** You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Site and the Services and that you shall be solely responsible for all charges and fee related thereto.
3. **Linked Websites:** This Site or the Services may provide links to third party websites for your convenience only. The inclusion of these links does not imply that Sago Sago monitors or endorses these websites. Sago Sago does not accept any responsibility for such websites. Sago Sago shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third-party websites or linked resources.
4. **Internet Software or Computer Viruses:** Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Site or the Services. Due to the ability to share

certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Site or the Services. Sago Sago shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on this Site or the Services or your downloading of any of User Materials or other content from this Site. We recommend that you install appropriate anti-virus or other protective software.

- 5. Fees for Related Services:** Sago Sago may, from time to time, provide certain Services through this Site on a fee basis. Where you elect to receive such Services, you agree to pay, through the payment mechanism selected by you and approved by us, all amounts due and owing for such Services as more particularly set out in the order confirmation provided at the time that you ordered such Services. We may amend this Site, the Services and/or the amounts that we charge for same at any time, without prior notice. Fees do not include any applicable sales, use, excise, value-added or other taxes or governmental charges, and you shall be responsible for, and shall promptly pay, same. If Sago Sago terminates these Terms of Use because of your breach of its terms, you shall not be entitled to the refund of any unused portion of any fees you have already paid. You agree that Sago Sago may collect interest at the lesser of 1.5% per month (18% per annum) or the highest amount permitted by law on any amounts not paid when due.
- 6. Our Materials:** This Site and the Services are owned and operated by Sago Sago in conjunction with others pursuant to contractual arrangements. Sago Sago may make certain content, software or other electronic materials (including all files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively "Sago Materials") available to you from this Site or the Services, from time to time. If you download or use Sago Materials, you agree that such materials: (i) may only be used for your personal and non-commercial use, (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without Sago Sago's prior written permission, and (iii) shall be only be used in compliance with any additional license terms accompanying such materials. Sago Sago does not transfer either the title or the intellectual property rights to the Sago Materials and retains full and complete title to the Sago Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the Sago Materials. You further agree not to decompile, reverse-engineer, disassemble, or otherwise convert any Sago Materials into a human-perceivable form. Sago Sago or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner. This website, (including its organization and presentation and Sago Materials) is the property of Sago Sago and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, tradenames, internet domain names and other similar rights.

- 7. Your Materials:** By any posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Materials") to this Site or the Services by you or at your direction, you are granting Sago Sago, its affiliates, partners, officers, directors, employees, consultants, agents, and representatives a license to use such User Materials in connection with the operation of this Site and the Services, including, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat such User Materials. You will not be compensated for any User Materials. You agree that, unless you advise otherwise, Sago Sago may publish or otherwise disclose your username in connection with your User Materials. By posting User Materials on this Site or the Services, you warrant and represent that you own the rights to the User Materials or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Materials and that such User Materials do not violate any applicable laws. You agree that the burden of proving that any User Materials do not violate any laws or third-party rights rests solely with you. You are solely responsible for your User Materials. You are solely responsible for making and keeping backup copies of your User Materials and for applying the appropriate level of access rights to same. Sago Sago shall not be responsible or liable for the deletion or accuracy of any User Materials, the failure to store, transmit, encrypt (or otherwise secure) or receive any User Materials, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of this Site or the Services. You are solely responsible for obtaining and maintaining any necessary consents or permissions from any third party whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of this Site or the Services and agree to obtain and maintain all such consents or permissions throughout the term of this agreement.
- 8. SITE, SERVICES AND MATERIALS PROVIDED "AS IS".** THIS SITE, THE SERVICES AND THE CONTENT AND OTHER MATERIALS AVAILABLE THEREIN ("MATERIALS") ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SAGO SAGO DOES NOT REPRESENT OR WARRANT THAT THIS SITE, THE SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.
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DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS SITE, THE SERVICES, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN EVERY EVENT, SAGO SAGO'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THIS SITE, THE SERVICES OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS. THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR SAGO SAGO TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY SAGO SAGO, SAGO SAGO WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**10. Term & Termination.** Sago Sago may, from time to time, but is in no way obligated to, permit you to access and use this Site and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree that access to this Site and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that Sago Sago shall not, in any event, be responsible to you in any way should you be unable to access this Site and the Service at any time or from time to time. Sago Sago may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use this Site and the Services and/or terminate these Terms of Use or any of the licenses granted hereunder. Without limiting the foregoing, these Terms of Use and the licenses granted herein shall automatically terminate, without notice, if you materially fail to perform or comply with these Terms of Use or any provision hereof. Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Site and the Services. Your obligations under these Terms of Use will survive the termination of these Terms of Use.

## Notice

1. If you need to contact us regarding this Site, the Services or these Terms of Use, please e-mail us at support@sagomini.com. You can also contact us via mail addressed to **Sago Sago Toys Inc.**  
**487 Adelaide St. W., Suite 301**  
**Toronto, ON M5V 1T4 CANADA**

## Severability

1. If any part of these Terms and Conditions is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## Amendments

1. At any time, we may amend these Terms of Use by modifying, deleting and/or adding any portion thereof.
2. If we make a material amendment to these terms of use, we will notify you of such amendment by sending you an email at the last e-mail address that you provided us, and/or by posting notice of such amendment on the web sites covered by these Terms of Use or via the relevant App store or the App itself.
3. These Terms of Use are governed by and construed in accordance with the laws of the State of California, without regards to its principles of conflicts of law. Subject to the obligation to arbitrate below, you agree to personal jurisdiction by the federal and state courts located in the County of San Diego, located in San Diego, California, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.
4. Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms of Use, the Site or any of our products or services or the relationship which results from these Terms of Use, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms of Use or your receipt and use of the Site or any of our products or services, which cannot be amicably resolved, (collectively, a "Claim"), will be referred to

and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in the State of California, United States in English and governed by California law pursuant to the arbitration legislation in the State of California, as amended, replaced or re-enacted from time to time. The arbitrator will be a person who is legally trained and who has experience in the information technology field in Canada or the United States of America and is independent of either party. Any such Claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against us relating to any Claim and you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

5. These Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede and any all prior or contemporaneous written or oral agreements between us. These Terms of Use are not assignable, transferable or sub-licensable by you except with Sago Sago's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.