

Terms of Service

2017-06-01

Hello! These are SAGO MINI's Terms of service. They were last updated on June 1, 2017

Kids, if you have not reached the age of majority in your jurisdiction, you must have a parent or legal guardian read and accept these terms of service on your behalf and take full responsibility for compliance with these terms of service.

By accessing a SAGO MINI service, downloading a SAGO MINI application, or continuing to use the service, you acknowledge that: (1) you are at least 18 years of age or any older legal age required to form a contract in your jurisdiction; (2) you have the right, authority and legal capacity to enter into this agreement; (3) you have read, understood and agree to be bound by these terms with respect to yourself and any minor child authorized by you.

Contact us at hello@sagomini.com concerning anything you do not understand.

If you or your parent/legal guardian do not wish to be bound by these terms of service, please exit the website now and do not access or use SAGO MINI's services. Your agreement with us regarding compliance with these terms of service becomes effective immediately upon commencement of use of this service including visiting www.sagomini.com.

1. User's Acknowledgment and Acceptance of Terms of Service

Sago Sago Toys Inc. ("SAGO MINI") provides www.sagomini.com (the "Website") and various related games, applications, features, content, plug-ins, widgets, downloads, or services (collectively the "Service") to you, the user, subject to your compliance with these Terms of Service, as well as any other written agreement between us and you. These Terms of

Service govern your and your children's use of any online Service location (e.g., website or mobile app) that posts a link to these Terms of Service (including both mobile and online versions). These Terms of Service apply regardless of how you access or use the Service, whether via personal computers, mobile devices or otherwise, unless additional or different terms or written agreements are agreed to between us and you. By using the Service, you acknowledge and accept the Service's Privacy Policy (published at www.sagomini.com/legal/privacy-policy) and consent to the collection and use of your data in accordance with the Privacy Policy (published at www.sagomini.com/legal/privacy-policy)

These terms of service, as amended from time to time and published at world.sagomini.com/termsfuse/termsfuse.pdf, and as incorporating the SAGO MINI privacy policy (published at www.sagomini.com) comprise a legal agreement between you ("you") and SAGO MINI.

Although we may attempt to notify you when major changes are made to these Terms of Service, you acknowledge and agree that it is your responsibility to review this Website and these Terms of Service from time to time and to familiarize yourself with any modifications. Any modifications will be effective immediately, and will apply to disputes arising under the Terms of Service from the date of posting forward. Your continued use of the Service after a modification has been made to the Terms of Service constitutes your acceptance of such modification.

You may not use the Service for commercial purposes or in any way that is unlawful, or harms SAGO MINI or any other person or entity.

2. User Information

SAGO MINI's collection, use and disclosure, if any, of information collected from you or a child authorized by you is detailed in the SAGO MINI Privacy Policy (published at www.sagomini.com/legal/privacy-policy), which is incorporated by reference and made a part of these Terms of Service.

3. User Account

You acknowledge and agree that should SAGO MINI provide the ability to create a user account, you shall have no ownership or other property

interest in any account or user profile, and you further acknowledge and agree that all rights in and to any account or user profile are and shall forever be owned by and inure to the benefit of SAGO MINI. SAGO MINI does not recognize the transfer of any account or user profile. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under the terms, either in whole or in part, without the prior written consent of SAGO MINI. Any attempt to do so shall be void and of no effect.

4. Conduct Through the Service

You are solely responsible for your conduct through the Service and agree that you will not:

4.1 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any:

- pyramid schemes, chain letters, junk email, spam, or unsolicited messages;
- material that is harmful, abusive, defamatory, libelous, obscene, infringing, embarrassing, unwanted, invasive of another's right of privacy or publicity, hateful, or racially, ethnically or otherwise offensive, objectionable or otherwise inappropriate as determined by SAGO MINI in its sole discretion;
- material or User Submissions (defined below) or information that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other right of others;
- files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or that may in any way damage or interfere with the operation of the Website, Service, other users' access to the Website or Service and/or other users' computers.

4.2 Defame, abuse, harass, stalk, threaten, bully or otherwise violate the legal rights of others.

4.3 Violate any applicable laws or regulations, or promote or encourage any illegal activity.

4.4 Impersonate another user or create a false identity, including but not limited to identities falsely indicating that the user is another user, a celebrity or other well-known person, or a SAGO MINI representative.

4.5 Gain or attempt to gain unauthorized access to the Service, Website, to other users' account or profile information, or to computer systems and/or networks connected to the Service or Website.

4.6 Make false reports through the Service or to SAGO MINI's administrators.

4.7 Take any action that imposes or may impose (as determined by SAGO MINI in its sole discretion) an unreasonable or disproportionately large load on SAGO MINI's (or its Affiliates' or third party providers') infrastructure.

4.8 Engage in fraudulent transactions.

4.9 Establish more than one account to participate in Service.

4.10 Use the service for any form of wagering or gambling.

5. Intellectual Property Information

5.1 Content

Content. The Service contains a variety of content including, without limitation: (i) information, videos, photos, graphics, music, sounds, text, data, communications, illustrations, documentation, and other material and services that users can view on, access through, or contribute to the Service; (ii) trademarks, logos, trade names, service marks, and trade identities of SAGO MINI; and (iii) other forms of intellectual property (all of the foregoing, collectively "Content"). This includes support forums, message boards, chat, and other original content.

Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by SAGO MINI and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of SAGO MINI or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest

extent possible. SAGO MINI owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. You are only permitted to use the Content as expressly authorized by SAGO MINI or the specific Content provider, and only through the functionality of the Service.

Limited License. Subject to your strict compliance with these Terms and any applicable additional terms that may be included on the Web site, SAGO MINI grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only for video content), display, view, use, and play the Content (excluding source and object code, other than as made available to access and use to enable display and functionality) solely through the Service on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device"), and (ii) to use certain Content that we may from time to time make available on the Service solely and explicitly for you for use as part of your User Submissions (defined below) ("SAGO MINI Licensed Elements"), but solely for use within the functionality of the Service and only for such purposes as may be explicitly stated at the time that the SAGO MINI Licensed Elements are made available on the Service. We and our licensors and certain other third parties, as the case may be, retain ownership of such Content. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, (ii) may be immediately suspended or terminated for any reason, in SAGO MINI's sole discretion, and without advance notice or liability; and (iii) does not permit you to use any Content or SAGO MINI Licensed Elements outside the functionality of the Services (e.g., if the Service permits you to create a video using Content on the Service, you are prohibited from posting that video on YouTube or any other video service and may only use that video within the Service).

Reservation of All Rights Not Granted As To Content and Service. These Terms and any applicable additional terms include only narrow, limited grants of rights to the Content within the functionality of the Service and to use and access the Service solely as permitted herein. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by SAGO MINI and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.

5.2 Restrictions

By use of the Service you acknowledge, agree and otherwise consent not to engage in, permit another person or entity to engage, or otherwise be related to or a part of the following restricted activities: (i) market, share, distribute, offer to sell, sell or otherwise make reproductions or copies of the Website, Service or Content in any way inconsistent with the rights of use provided by SAGO MINI herein; (ii) remove any applicable, relevant identification, copyright, trademark or other notices relating to the intellectual property or other property of SAGO MINI; (iii) attempt to access source or object code of the Website or Service, by methods including reverse engineering or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language; (iv) amend, change, modify (including the creation of any derivative or other works) the Service; (v) create code, software or other program that incorporates any elements of the Service; (vi) attempt to hack into, compromise or otherwise access the object or source code of the Service for any purposes, personal or commercial; or (vii) interrupt or attempt to interrupt the operation of the Service in any way.

5.3 Your Grant of Rights

The Site may now or in the future according to the collection and use of information practices outlined in our Privacy Policy (published at www.sagomini.com/legal/privacy-policy) offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service certain user-generated text, information, data, audio files, videos, graphics, photographs, or other content, including incorporating SAGO MINI or third-party Content with user-generated content (“User Submissions”) and the hosting, sharing, transmission and/or publishing of such User Submissions solely within the Service. User Submissions may be published by SAGO MINI and viewed by both other users of the Service. You understand and acknowledge that SAGO MINI does not guarantee any confidentiality with respect to any User Submissions. If SAGO MINI provides the ability for you to submit User Submissions to the Service, you acknowledge that you are the owner of any Intellectual Property rights in any such User Submissions that you submit, or have sufficient rights to submit the User Submissions to the Service without infringing any third-party rights. If the Service permits you to use SAGO MINI or third-party Content on the Service, you will not own that Content, but have the limited license to use the Content solely as permitted by the functionality of the Service. You will not be able to distribute, post, use or otherwise exploit User Submissions that incorporate SAGO MINI or third-

party Content outside of the Service (e.g., you can't post your User Submission on YouTube or Vimeo). Except to the extent the Service permits you to use SAGO MINI or third-party Content within a User Submission, SAGO MINI does not claim any ownership rights in any User Submission that you may submit or offer through the Service. However, to the extent you submit any User Submission, you acknowledge and agree that you automatically grant (and represent and warrant that you have the right to grant) a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to SAGO MINI to:

- use, reproduce, distribute, remove, and analyze any of your User Submissions as SAGO MINI may deem necessary or desirable for any purpose in connection with the operation of the Service, and
- copy, modify, and reproduce your User Submissions for marketing, promotional and/or other purposes in connection with SAGO MINI or the Service in any media, and
- use, edit, modify, reproduce, distribute, prepare derivative works of, display, post or otherwise make available your User Submissions to any other user in connection with any feature of the Service, and
- delete any or all of your User Submissions from the Service, whether intentionally or unintentionally, for any reason or no reason, without any liability of any kind to you or to any other party, and
- enable the Service or users of the Service to share or post your User Submissions on third party sites, such as, without limitation, on social networking sites.

5.4 Submission of Ideas

To the extent that you submit, via the Service or otherwise, any unsolicited concepts, ideas, or suggestions (collectively, the "Ideas") for, by way of example and without limitation, any features or functionality for the Service, you agree that such Ideas are non-confidential and non-proprietary, and SAGO MINI shall not be liable for the disclosure of such Ideas. You hereby grant and agree to grant SAGO MINI, under all of your rights in the Ideas, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Ideas for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the Service, or any SAGO MINI product or service,

without compensation or accounting to you and without further recourse by you.

6. Charges and Billing

6.1 Paid License

The Service is an online system that may allow parent-authorized purchases funded by a credit card or other payment method from participating merchants using the Service. By using the Service, you acknowledge and accept the Service's Privacy Policy (published at www.sagomini.com/legal/privacy-policy) and consent to the collection and use of your data in accordance with the Privacy Policy (published at www.sagomini.com/legal/privacy-policy). To the extent that SAGO MINI establishes aspects of the Service are only available to those users opting for additional paid licenses and you elect to use such paid aspects of the Service, you agree to the pricing, payment and billing policies applicable to such fees and charges as described on www.sagomini.com. The purchase of any paid license is final and shall under no circumstances be refundable, transferable, or exchangeable including, without limitation, upon termination of your use of the service for any reason or no reason, termination of this agreement, and/or the discontinuation of the service.

6.2 Fees

You agree to pay all fees or charges incurred by you or any child authorized by you, including applicable taxes, in accordance with these Terms of Service and the billing terms that are in effect at the time that the fee or charge becomes payable. You acknowledge that SAGO MINI may utilize certain third-party providers to collect or otherwise process any such fees and charges. Any additional, separate charges or obligations you directly incur with said third-party are your responsibility. SAGO MINI makes no representation or warranty regarding any information, goods and/or services provided by any third-party. Unless otherwise indicated, all prices are in United States Dollars and do not include Internet service provider, telephone, and other connection charges.

7. Third Party Websites and Information

The Service may link you to other websites or otherwise include references to information, materials and/or services provided by other parties. These other websites and parties are not under SAGO MINI's control, and you acknowledge that SAGO MINI is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor is SAGO MINI responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website or party by us, or any warranty of any kind, either expressed or implied.

8. Procedure for Alleging Copyright Infringement

SAGO MINI will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act.

8.1 Notification of Alleged Copyright Infringement

If you believe in good faith that materials hosted by SAGO MINI infringe your copyright (for example, materials posted by a user on the Service), you (or your agent) may send us a written notification pursuant to the DMCA, by providing our DMCA Agent with the information listed below (and as further set forth in 17 U.S.C. § 512(c)(3)) and requesting that the material be removed or access to it blocked:

- Identification in sufficient detail of the copyrighted work that you claim has been infringed. If multiple copyrighted works on the Service are covered by a single notification, you may provide a representative list of such works on the Service, however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
- Identification of the URL or other specific location on the Service that contains the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material(s), so that we can comply with your request to remove or deny access to it/them;
- Your name, address, telephone number and email address (if available) to permit us to contact you, if necessary;

- The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of this Section 8.1, your DMCA notice will not be valid.

You must submit any notification of an alleged copyright infringement to SAGO MINI's DMCA Agent by fax, mail, or email as set forth below:

SAGO MINI, ATTN: Copyright Agent
487 Adelaide St. West
Toronto, ON M5V 1T4

Email: hello@sagomini.com with the subject line "Copyright Policy – DMCA Notification."

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

Please note that you may be liable for damages, including court costs and attorneys' fees, if you materially misrepresent that materials on the Service are infringing a copyright.

8.2 Counter Notification

If you believe in good faith that your own copyrighted material has been removed from the Service as a result of mistake or misidentification, you may submit a written counter notification letter to SAGO MINI's DMCA Agent pursuant to Sections 512(g)(2) and (3) of the DMCA. To be an effective counter notification under the DMCA, your written correspondence must include substantially the following:

- Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or the judicial district where SAGO MINI is located if your address is outside the United States;
- A statement that you consent to the jurisdiction of the federal court in the commonwealth or state you are located or other applicable jurisdiction and will accept service of process from the party that filed the notification of alleged copyright infringement or the party's agent;
- Your name, address and telephone number;
- A statement that you swear under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, or that the material identified by the complaining party has been removed or disabled at the URL or Website location and will no longer be shown or accessible; and
- Your physical or electronic signature.

You acknowledge that if you fail to comply with all of the requirements of this Section 8.2, your DMCA counter notification will not be valid.

You may submit your counter notification to SAGO MINI's DMCA Agent by fax, mail, or email as set forth below:

SAGO MINI, ATTN: Copyright Agent
487 Adelaide St. West
Toronto, ON M5V 1T4

Email: hello@sagomini.com with the subject line "Copyright Policy – DMCA Counter Notification"

This contact information is for DMCA notifications and counter notifications ONLY. ALL OTHER INQUIRIES DIRECTED TO THE DMCA AGENT WILL NOT BE ANSWERED.

If a counter notice is received by SAGO MINI 's DMCA Agent, we may send a copy of the counter notification to the original complaining party

informing that person that SAGO MINI may replace the removed content or cease disabling it. Unless the copyright owner files an action seeking a court order against SAGO MINI or the user, the removed content may be replaced or access to it restored by SAGO MINI.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees.

8.3 Account Termination

Please be aware that it is SAGO MINI's policy to terminate the user accounts of repeat infringers. If you believe that a user is a repeat infringer, please follow the requirements above, but also include information or evidence that will reasonably prove to SAGO MINI that the user is a repeat infringer.

If you provide false information to SAGO MINI regarding any of the above notifications, counter-notifications or repeat infringer notifications, SAGO MINI may immediately terminate your user account and you may be subject to legal and equitable remedies.

9. Disclaimer of Warranties; Limitation of Liability

Neither SAGO MINI nor its Affiliates, subsidiaries, officers, directors, stockholders, employees, licensors, distributors, sublicensees, agents or subcontractors (collectively, the "SAGO MINI Parties") warrant any connection to, transmission over, features or system functionality, or results or use of, any facilities provided or failed to be provided through the Service.

You expressly agree that the use of the service is at your sole risk. All materials and services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. We make no warranty that (a) the services will meet your requirements, (b) the services will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the services will be effective, accurate or reliable, or (d) the quality of any products, services, or information purchased or obtained by you through the service will meet your expectations or be free from mistakes, errors or defects.

SAGO MINI makes no commitment to update its services. The disclaimers of liability contained in this section apply to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of the website and service, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

You acknowledge and agree that the SAGO MINI parties are not liable for any act or failure to act by them or any other person regarding conduct, communication or content through the service or any related products. You acknowledge and agree that your exclusive remedy for any dispute with SAGO MINI is to stop using the service, and to delete any downloaded application(s). In no case shall any liability of the SAGO MINI parties to you exceed the amount, if any, that you paid for the applicable services giving rise to any such liability. In no event shall the SAGO MINI parties be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use or data, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the service.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of the SAGO MINI parties shall be limited to the fullest extent permitted by law.

Residents of California are entitled to the following specific consumer rights information: You may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

If you are a New Jersey resident, the above disclaimer and limitation of liability do not limit or waive your rights under New Jersey law. Furthermore, these provisions are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. SAGO

MINI reserves all rights, defenses and permissible limitations under New Jersey law.

10. Indemnification

You agree to defend, indemnify, and hold SAGO MINI and its Affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, or activities in connection with the Service, or those of any child authorized by you; (b) any violation of these Terms of Service by you or any child authorized by you; or (c) any allegation that any content that you or any child authorized by you make available via the Service infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. SAGO MINI reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with SAGO MINI in asserting any available defenses.

11. Service Termination, Suspension and Changes

SAGO MINI reserves the right to terminate (including withhold or revoke the awarding of any prizes), suspend, or change any service or feature of the Service at any time, for any reason or no reason, with or without notice to you. ADDITIONALLY, SAGO MINI MAY terminate AND/OR suspend your USE OF THE SERVICE FOR violation of these terms of service or VIOLATION OF any other policy related to SERVICE (INCLUDING THE POLICIES OF AFFILIATES ACCESSIBLE BY THE SERVICE). Without limiting the foregoing, your access to the Service may be terminated without warning if SAGO MINI believes, in its sole discretion, that you are under the age of eighteen (18) years but do not your parent's or guardian's permission to register for and/or access the Service. You agree that SAGO MINI shall not be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension, or change and YOU WILL HAVE NO FURTHER ACCESS TO THE SERVICE AND SHALL HAVE NO RIGHT TO ANY REFUND OF ANY MONIES PAID TO SAGO MINI.

12. Survivability of Terms

The Terms of Service set forth herein continue to remain in full force and effect until such time as terminated by either party. You retain full

discretion to end or terminate and discontinue use of the Service at any time, pursuant to the terms of this Terms of Service. The provisions of Sections 1, 2, 3, 5 through 7, 9 through 19 shall survive any termination of this Terms of Service.

13. Assignment

SAGO MINI may assign these Terms of Service, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Service without SAGO MINI's express prior written consent.

14. Governing Law

The Service (excluding any linked websites) is governed by the laws of the United States of America and Canada. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Website and Service. Although the Service may be accessible worldwide, we make no representation that materials on the Service are appropriate or available for use in locations outside the United States and Canada, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15. Dispute Resolution

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings. You and SAGO MINI agree that any cause of action arising out of or related to the Service shall be heard under New York law and must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

You hereby specifically acknowledge, agree and consent that you waive your right to a trial, by jury or otherwise, and that you agree that any suit, action, proceeding, dispute, controversy or claim ("Dispute") arising out of or relating to this Terms of Service or any of the transactions

contemplated herein or related to the Service or any contests or services thereon will be dealt with in accordance with the following procedures. All parties shall first attempt to negotiate all Disputes informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations shall commence following the receipt of a notice in writing by one of the parties sent to the other. SAGO MINI will send its notice to your billing address, if provided, and email you a copy to the email address you have provided to us, if any. You may send any notice to SAGO MINI to the addresses listed below.

If the Dispute is not resolved through informal negotiations the Dispute shall be finally and exclusively resolved by binding arbitration before a sole arbitrator. Such Dispute shall be arbitrated within thirty (30) days of the appointment of the arbitrator, unless the parties agree otherwise in writing. If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you or in the State of California where SAGO MINI is located. For residents outside the United States, any arbitration shall be initiated in the State of California using the English language in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association ("AAA") then in effect, by one arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The prevailing party in any arbitration or other proceeding arising under these Terms of Service shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

The parties agree that any arbitration shall be limited to the Dispute between you and SAGO MINI individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis and you agree to no class action as set forth below; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If you have a dispute with another user of the Service, you release SAGO MINI (and SAGO MINI's officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. SAGO MINI, at its sole discretion, may try to help resolve disputes between users; however it has no obligation to do so.

No Class Action Matters. You and SAGO MINI agree that with respect to arbitration disputes each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding or as an association. All Disputes will be heard or arbitrated only on an individual basis and will not be joined or consolidated with any other claims or arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that the restriction set forth in this Section is unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in the courts located within the State of California. Notwithstanding any other provision herein, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained in this "No Class Action Matters" section, are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

16. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. The parties agree that all correspondence relating to this Agreement shall be written in the English language. Notices to SAGO MINI must be sent to the attention of Customer Service at hello@sagomini.com, if by email, or to SAGO MINI at the address below if by conventional mail. Notices to you may be sent to the email or mailing address supplied by you as part of your account or user profile, if any. In addition, we may broadcast notices or messages through the Service to inform you of changes to the Service or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

You may contact SAGO MINI at the following address:

SAGO MINI
487 Adelaide St. West
Toronto, ON M5V 1T4

17. Entire Agreement

These Terms of Service constitute the entire agreement and understanding between SAGO MINI concerning the subject matter of the Terms of Service and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Service may not be altered, supplemented, or amended by the use of any other document(s), unless otherwise agreed to in a written agreement signed by you and SAGO MINI. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.

18. Severability

If any part of these Terms of Service is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

19. Miscellaneous

Nothing contained in these Terms of Service is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by SAGO MINI with respect to such use. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Effective Date: June 1, 2017

PRIVO®'s Privacy Assurance Program

SAGO MINI is a licensee of the PRIVO® Privacy Assurance Program ("the Program").



As a participating member in the Program, SAGO MINI adheres to the strict information collection, use and disclosure requirements. PRIVO is an independent, third-party organization committed to safeguarding children's personal information collected online. PRIVO aims to help parents and their children exercise control over personal information while exploring the Internet. The certification seal posted on this page indicates that SAGO MINI has established COPPA compliant privacy practices and has agreed to submit to PRIVO's oversight and consumer dispute resolution process. If you have questions or concerns about our privacy practices, please contact us at hello@sagomini.com. If you have further concerns after you have contacted us, you can contact PRIVO directly at privacy@privo.com.