

Terms and Conditions

The terms and conditions set forth in this agreement are for little-sapiens.com (the Site). Little Sapiens is a trademark of Little Sapiens, LLC (the Company). Any visitor to the Site acknowledges that the terms and conditions (Terms & Conditions) is a binding contract with the Company and agrees to enter into that binding contract with the Company as is set forth in this agreement. Anyone not legally authorized to enter into a binding contract, or who wishes to not enter into a binding contract, with the Company should leave the Site.

By visiting, scrolling through, clicking, and/or purchasing (use) within the Site you agree to be bound to all Terms and Conditions set forth in this agreement. All products and logos on the Site are protected by law under copyright protection and are the property of the listed author(s)/creator(s) and/or the Company. Reproduction in part or in whole of any product(s) or logo on the Site is illegal and prohibited. Should any product(s) on this site be reproduced in part or in whole without clear written expressed permission of the product (content) owner legal action shall be taken to the full extent of the law against those parties carrying out the infringement.

The Site is offered for the use of individuals ages 18 years of age and older at the time of use. By proceeding to use the Site you certify that you are at least 18 years old, have the legal authority to use the Site, and are of legal age to legally be bound, by forming a contract with the Company, to all terms, conditions, and policies set forth in the Terms and Conditions of the Site. Anyone not at least 18 years of age, not legally authorized to enter a binding contract, or wishing to not enter a contract with the Company should not use the Site.

Failure of the Company to exercise or enforce any or part of the provisions in these Terms and Conditions shall not constitute a waiver by the Company of such rights.

Any ambiguities in the language of the Terms and Conditions shall not be left open for interpretation but when necessary, shall be clarified by the Company in the best interest of the Company within all rights and purviews of the law.

Shall legal claims or arbitrations be asserted against the Site or the Company (including the owner, any employee, and any representative of the Company) those will be brought forth and litigated in the city of Florence, South Carolina based on South Carolina law.

Contact Information

Questions, comments, and concerns about the Terms and Conditions of the Site shall be sent to info@little-sapiens.com.

Changes to the terms

The Company reserves the right to update, change, terminate, or replace the Terms and Conditions in whole or in part at any time without notice. Should the Terms and Conditions be updated, changed, terminated, or replaced those modifications will be effective immediately upon being posted on the Site. The most up to date Terms and Conditions can be accessed on the Site. By using the Site, you accept the Terms and Conditions as they stand including any updates, changes, replacements, or if there is termination of the current Terms and Conditions.

By using the Site you agree that:

- All personal information you enter (including but not limited to name, mailing address, email address, credit card information, and passwords) is yours and is accurate.
- You will not sell, rent, or resell any products found on and/or purchased through the Site unless you are an authorized retailer, authorized by the Company.
- You will not copy, sell, rent, or reproduce in part or in whole any of the logos, photos, videos, images, or the like found on, or within any products of, the Site.
- All information entered in the subscription form and/or account (member form) is your personal information and is accurate.
- At any time, you may contact info@little-sapiens.com to request to be unsubscribed or to have your member account terminated.
- Requesting termination of account will result in being required to create a new account should you want your account reinstated.
- Requesting to unsubscribe from the site and/or requesting to have your account terminated will not necessarily result in your personal information being deleted from the subscription database and/or the account database.
- If at any time you want your personal data temporarily or permanently deleted from the subscription or account database, you must email info@little-sapiens.com to request your personal information be deleted.
- While precautions will be taken, the Company is not responsible for the safety and security of your personal information including, but not limited to, name, credit card information, mailing address, email address, and passwords.
- You will report any suspicious activity of your account immediately to info@little-sapiens.com.

- The Company is not required to contact you if there is suspicious activity of your account or suspected or known data breach that may compromise any of your personal information.
- You will not solicit others to violate these Terms and Conditions.
- You will assume legal and financial responsibility should anyone violate these Terms and Conditions on your behalf with or without your knowing.
- You will not collect, track, or use personal information of others using (or related to) the Site.
- The Company has the right to terminate your account or end your subscription at any time without notice or provided reason.
- You have the right to terminate your account and/or unsubscribe at any time without prior notice or provided reason.
- You will not use the Site for any unlawful purposes.

Comments, Reviews, Ratings

All comments, reviews, ratings, and the like left on the Site via text or clicking becomes immediate and irrevocable property of the Site. Be advised that once comments, reviews, ratings, and the like are submitted to the Site, they cannot be changed by the creator and will not be removed or changed from the Site unless deemed necessary and appropriate by the Site or the Company. The Company retains all rights to remove any comment, review, rating, or the like submitted to Site without notice or provided explanation. Any comments, reviews, or similar items written on the Site must be free of foul, rude, harmful, or dangerous language, which is at the discretion of the Company. Posts on the Site containing language deemed inappropriate by the Company will immediately without notice or provided explanation. Any personally identifiable information provided with comments, reviews, ratings, and the like will be subject to our privacy policy. For full details, please see the Privacy Policy.

Our Products and Content

We aim to provide products that meet our standards and yours. We do our best to provide images and descriptions of our products that are an accurate reflection of the product on the Site. However, by using the Site you acknowledge and agree to the following.

- The Company is not responsible for any misrepresentation of products due to the way in which colors show on your device of use and/or due to your misinterpretation of written descriptions.
- The Company is not responsible for replacing or rectifying payments for product(s) damaged after they leave our facility.
- The Company reserves the right to refuse the sale of product(s) to any individual, company, institution, or the like without providing an explanation.

- The Company reserves the right to terminate any purchase order, in part or in whole, at any time even after payment information has been submitted or processed without prior notification or provided explanation.
- Within reason, if a purchase is terminated by the Site after payment processing the full amount of payment that has been processed will be returned.
- The Company, at its discretion, reserves the right to refuse shipping of products to any address.
- The Company is not responsible for failed product delivery due to inaccurate information that you provide.
- The Company will not process any purchases made on the Site until payment for the purchase has cleared.
- All prices listed on the Site are listed in US Dollars and are subject to change without notification.
- All payments will be processed in US dollars.
- All content, logos, photos, videos, media, and the like on the Site are the property of the Company and cannot be copied, used, sold, modified, rented, or reproduced in whole or in part for any purpose.
- The Company accepts no responsibility for user-initiated damage and/or loss of parts incurred during operation or use of product(s).
- Previously loved items will be described on the Site to the best of our ability but may not always meet all your expectations.
- Once payment has been processed for a previously loved item, the item cannot be returned, exchanged, or turned in for a refund or store credit for the Site.

Errors

The Company reserves the right to correct any errors on the Site (including, but not limited to, pricing, product description, and product availability) or omissions and will not be held liable for purchase or product disruptions or inaccuracies, including after a purchase has been submitted, in order to correct such errors.

Purchases and shipping

Products found on the Site can be purchased on the Site and by retailers authorized by the Company only. All items will be shipped via the United States Postal Service (USPS®). Unless otherwise denoted at the time of checkout and paid for by the customer, basic postal services will be used. The length of delivery time for basic, or other, postal services of product(s) from the Site is subject to the terms, conditions, and policies of the USPS®. The Company is not liable for any terms, conditions, policies, or services placed by USPS®. Purchase orders with a subtotal of over \$50.00 will ship free of cost to addresses in the contiguous continental US via

standard basic USPS® shipping. In special cases, services not USPS will be used for shipping. The Company has the right to choose to use any shipping service without prior notification to the customer.

Bulk purchases

An item can be bought in bulk purchase in the category of a) personal bulk purchase, b) educational institution bulk purchase, or c) retail bulk purchase. Items purchased via bulk purchase will not be subject to shipping costs. Bulk purchase of products sold on the Site can only be made through the Site, not through outside vendors or authorized retailers authorized by the Company.

- a) Personal bulk purchases can be made via an individual wishing to purchase a large quantity of an item (quantities vary per item but typically 10 units or more are required for bulk purchases) at a discounted price. Items purchased via personal bulk purchase cannot be sold or rented after purchase from the Site. Personal bulk purchases are subject to sales tax at the standard sales tax rate for that state (and for any other sales tax that applies); however, the sales tax on a bulk purchase will be applied to the bulk not each individual unit in the bulk.
- b) Educational institution bulk purchase can be made by any nationally or locally accredited educational institution including schools (K-12), colleges and universities, afterschool programs (K-6), libraries (publicly owned), daycare (newborn-5K), preschool (newborn-5K), or early childhood center (newborn-4K).
- c) Retail bulk purchases can be made by any legally formed retailer, vendor, or store. Vendors or retailers wishing to sell products will be sold an item in bulk at a discounted price, which will not be subject to sales tax (unless otherwise required by law in the state of the address for delivery). Items purchased via bulk purchase as a retail bulk purchase may be sold in a retail shop (to include a permanent physical location, kiosk, pop-up shop, online shop, or temporary shop) as is in accordance with governing laws in the location of the resale of the items for retail. Items bought via bulk purchase must be sold at or near (as determined by the Company) the suggested retail price for items with no printed price and at retail price or less for items with a printed price on the product. No retail shop or vendor shall sell any product at a price less than listed on the Site at any given time. Sales tax is expected to be collected in accordance with appropriate local and federal laws at the location of retail sales by the retailer. The Company is not liable for ensuring that any company (or individual on behalf of a company/vendor/retailer/etc.) is properly licensed to sell retail or

properly collects sales tax on items they sell that were purchased from the Site.

Pay It Forward program

The Company is committed to bringing our products to as many families and organizations as possible regardless of the ability of the family to pay. The Company will identify local and national organizations that serve primarily low-income persons. Organizations that are a part of the Pay It Forward program will receive donated books, at no cost to the organization or any of its affiliates. Furthermore, organizations that are a part of the Pay It Forward program will be allotted a certain number of books per year to be donated to individuals those at the organization identify as unable to likely afford, but deserving of, such books. Any book donated via the Pay It Forward program cannot be sold or rented, in whole or in part, for any cost. Organizations can become a part of the Pay It Forward program based on recommendations made through the Site, including self-nomination. All information provided for an organization to become a part of the Pay It Forward program is subject to all Terms and Conditions in this agreement. Nomination of an organization to the Pay It Forward program to the Site does not guarantee acceptance to become a part of the Pay It Forward program. Organizations selected to be a part of the Pay It Forward program are at liberty to decline being a part of the Pay It Forward program or at any time end their role as a Pay It Forward program member. If an organization declines or terminates being a part of the Pay It Forward program that does not preclude that organization from being a part of the Pay It Forward program at a later time. The Company reserves the right to at any time and without notice or provided explanation end an organization's participation in the Pay It Forward program. Books donated to an organization as part of the Pay It Forward program will not be subject to shipping costs.

Individuals who choose to donate a book toward the Pay It Forward program can do so on the Site. Since the Company is not a 501c or other similar business, any donation toward the Pay It Forward program will not be tax deductible.

Return policy

Any item, with the exclusion of previously loved items and bulk purchase items, can be returned for a full refund or store credit to be used on the Site or for an exchange for an item(s) of equal or lesser value. All requests for a return or exchange must be initiated via email to support@little-sapiens.com no later than 14 (fourteen) calendar days from the date of delivery to the address provided at checkout by the customer. The cost of shipping for the return will be paid for by the customer via deduction from the cost of the refund or the amount to be put toward a gift card for the Site.

For requests to make an exchange of a different size or color for the same product, payment of return shipping fees will be covered by the Company. If an exchange is initiated for a product that has undergone a price change to a lower price at the time of exchange initiation, the difference in price will not be returned to the customer but will be kept by the Company. By completing an exchange of an item with a current lower price, you agree to the Terms and Conditions and relinquish all rights to any financial claim of any amount differences between the price of the item at the time of purchase and at the time of the exchange (including any interest earned by the Company on the money paid). If a product is being returned to exchange for a different color or size of the same item and the price has increased since the date of purchase, there will be no extra charges incurred by the customer for the exchange less shipping costs differences, when applicable. Standard shipping costs as outlined in the Terms and Conditions will apply toward all items shipped as an exchange item(s).

The Company reserves the right to refuse the refund or exchange of any item without providing an explanation. Previously loved items cannot be returned for a refund, store credit, or exchange, but can be donated to be given to a child or organization in the Pay it Forward program. Bulk purchases are final sale and refunds, store credit, or exchange are not permitted for these items.

Use of Cookies

Cookies may be used by the Site for the purposes of, but not limited to, collecting marketing data, personalizing your experience on the Site, better management of the Site, enhanced performance of the Site, and more. By using the Site you agree to allow Cookies to be used by the Site at the discretion of the Company. Should you wish to not have Cookies used during use of the Site, you should not use the Site. By using the Site, you acknowledge and consent to the use of Cookies to collect, track, and otherwise use data some of which may be your personal data.

Wix

The Site was created and is maintained using wix.com. The Company is not liable for any terms and conditions, privacy policies, Cookie use, or the like by wix.com. With use of the Site, you agree to all terms and conditions set forth by wix.com (including any parent companies, subsidiaries, or third parties).

Third parties and payment processors

The Site reserves the right to use third parties (including any of their parent companies, subsidiaries, etc.) and external payment processors. The Company is not liable for any policies set forth by third parties, including payment processors. The Company is not responsible for any personal information, accounts, or subscriptions created using third parties while using the Site. With use of the Site, you agree to all terms and conditions set forth by any third party used by the Site.

Personal information

By providing a telephone number (including a mobile phone number) to the Site you agree that a representative of the Site or the Company can contact you at the provided number via phone call or text message (including SMS messaging) and that all standard rates will apply and not be covered by the Site or the Company. You consent that by providing a telephone number (including a mobile phone number) that a voice message may be left at the phone number (including mobile phone number) provided and that the message may be live or pre-recorded. By providing a telephone number (including a mobile phone number) you consent to having messages (including voice and text) left to the provided phone number even if the message includes your sensitive and/or personal information.

Site Availability

All efforts will be made to ensure the Site will be available for use 24 hours a day 365 (or 366 when applicable) days per year. However, there may be periods of time during which the Site is not available due to actions within and outside of the control of the Site. Should the Site become unavailable or temporarily disrupted, the Site is not responsible for providing any notification or information regarding the cause or expected length of unavailability.

The Site will not be responsible for any disruption in the availability of the Site. The Site is not responsible for any inconvenience caused by site unavailability including loss of cart items, disrupted purchase processing, and more.

Limitation of Liability

At no time shall the Company, its suppliers, its affiliates, its owner, its employees, or its representatives be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages even if the Company has previously been advised of the possibility of such damages in connection with use or inability of use of the Site including information, products, services, or the like on the Site. These limited liabilities shall be withstanding regardless of terms and conditions on liabilities in some jurisdictions.

Indemnification

You agree to defend, indemnify, and hold the Company, its affiliates, its subsidiaries, its owner, its employees, its representatives, and its suppliers harmless from and against any claims, actions or demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the Site or your violation of these Terms and Conditions or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

Disclaimer

Any information, product, resource, or other material shared on the Site is for recreational use and not to be used in place of formal education. The Site and all of its products are not guaranteed to provide any educational or intellectual benefit.

New Product Idea Submission Terms and Conditions

The Company is committed to creating and selling science-related products including books, games, puzzles, and more. We are always looking for new and fresh ideas. If you have an idea for a product, please submit a new product idea submission form (via email).

Submission of a new product idea form does not guarantee that the Company will move forward with your product in regard to production, selling, or the like. Regardless of the fate of the new product idea submitted, you, the creator, will retain all rights to the product. If your product idea is chosen for further investigation by the Company as a potential new product, we will ask you for additional information. The Company will help ensure the production, marketing, and sales of the product. Should the Company agree to help develop your product idea, we will retain non-competitive rights for five (5) years, during which time you will not be allowed to have the product sold through any other company except the Site and our registered retail partners, from the first date of the product being listed for sale on the Site.

Publication Inquiry Terms and Conditions

The Company is committed to publishing books that help teach and spread science to children ages newborn-11. We are always looking for new and fresh book ideas. If you have a book idea, please submit a publication inquiry form (via email).

Submission of a publication inquiry form does not guarantee that the Company will move forward with publishing your book, marketing, selling, or the like of your

book. All publication ideas will be retained by the individual and will not become the sole property of the Company with all rights and privileges. Should the Company agree to publish your book, we will retain non-competitive selling rights for five (5) years, during which time you will not be allowed to have your book sold through any other company except the Site and our registered retail partners (or authorized bookstores as arranged by the Company) including via personal websites. The Company will retain the sole publishing rights of the book, including self-publishing, for five (5) years after the original date of publication.

Registered Retail Partners

The Company provides the rights to any retail vendor to sell its products as long as the stated Terms and Conditions are followed. For retailers that wish to be featured on the Site as Registered Retail partners, the Company will provide a special bulk purchase discount of products. Any retailer wishing to be a registered retail partner, will be required to sell at least 50% of the products on the Site (as assessed quarterly – should the number of products increase during a particular quarter, the retail partner will not be required to adjust their product sales until the next immediate quarter). Registered retail partners will also give rights to have their logos, trademarks, and the like used on the Site. Registered retail partners will also commit to ordering the minimum bulk purchase quantity times 2 for each product at time of ordering (including restocking orders). Registered retail partners commit to placing a renewal order within one business week (5 days) of selling the last of any product or ordering a different product should that product need to be in place to meet the 50% minimum product availability in the retail store. Only retailers with permanent (defined as being in a particular location for at least consecutive 90 days) physical locations or permanent (defined as having the same web address for at least 90 consecutive days) online (e-commerce) stores.