

Terms of Use

THE FOUNDATION and its affiliates ("THE FOUNDATION" or "we") provide its content on this web site (the "Site") subject to the following terms and conditions (the "Terms"). We may periodically change the Terms, so please check back from time to time. By accessing and using this Site, you agree to these Terms. For an explanation of THE FOUNDATION's practices and policies related to the collection, use, and storage of our users' information, please read our Privacy Policy.

1. Copyrights

All content and functionality on the Site, including text, graphics, logos, icons, and images and the selection and arrangement thereof, is the exclusive property of THE FOUNDATION or its licensors. All rights not expressly granted are reserved.

2. Trademarks

The trademarks, service marks, designs, and logos (collectively, the "Trademarks") displayed on the Site are the registered and unregistered Trademarks of THE FOUNDATION and its licensors. You agree that you will not refer to or attribute any information to THE FOUNDATION or its licensors in any public medium (e.g., press release, web sites) for advertising or promotion purposes, or for the purpose of informing or influencing any third party and that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, THE FOUNDATION or its licensors.

3. Use of Site Content

THE FOUNDATION hereby grants you a non-exclusive, non-transferable license for the term hereof to access and download, display, and print one copy of the content and functionality displayed on the Site (the "Site Content") on any single computer solely for your internal, business use, provided that you do not modify the Site content in any way and that you retain all copyright and other proprietary notices displayed on the Site content. You may not otherwise reproduce, modify, distribute, transmit, post, or disclose the Site Content without THE FOUNDATION's prior written consent.

4. User Postings

You acknowledge and agree that THE FOUNDATION shall own and have the unrestricted right to use, publish, and otherwise exploit any and all information that you post or otherwise publish on the Site in postings, survey responses, and otherwise, and you hereby waive any claims against THE FOUNDATION for any alleged or actual infringements of any rights of privacy or publicity, moral rights, or rights of attribution in connection with THE FOUNDATION's use and publication of such submissions. You covenant that you shall not post or otherwise publish on the Site any materials that (a) are threatening, libelous, defamatory, or obscene; (b) would constitute, or that encourage conduct that would constitute, a criminal offence, give rise to civil liability, or otherwise violate law; (c) infringe the intellectual property, privacy, or other rights of any third parties; (d) contain a computer virus or other destructive element; (e) contain advertising; or (f) constitute or contain false or misleading statements. THE FOUNDATION does not and cannot review all information posted to the Site by users and is not responsible for

such information. However, THE FOUNDATION reserves the right to refuse to post and the right to remove any information, in whole or in part, for any reason or for no reason.

5. Notices of Infringement and Takedown by THE FOUNDATION

THE FOUNDATION prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to THE FOUNDATION at the address shown below, giving a written statement that contains: (a) identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorised by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorised to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorised on the owner's behalf to assert infringement of the right. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions. THE FOUNDATION's contact for submission of notices under this Section 5 is: UMBRELLA KIDS FOUNDATION, Mettlenstrasse 14, CH-6363 Fuerigen, Switzerland.

6. Third-Party Web Sites

We may provide links to third-party web sites, and some of the content appearing to be on this Site is in fact supplied by third parties, for example, in instances of framing of third-party Web sites or incorporation through framesets of content supplied by third-party servers. THE FOUNDATION has no responsibility for these third-party Web sites, which are governed by the Terms of Use and privacy policies, if any, of the applicable third-party content providers.

7. Governing Law; Jurisdiction

These Terms are governed by the laws of the Canton of Nidwalden, Switzerland without reference to the principles of conflicts of laws thereof.