

Mattel Mobile Application

Terms of Service

This Terms of Service (“TOS”) is a legal agreement between you (“You”) and Mattel, Inc. (“Company”).

Last updated: July 1, 2019

PLEASE READ THIS TOS CAREFULLY BEFORE INSTALLING OR USING THIS APPLICATION OR ANY APPLICATION UPGRADE (AS DEFINED IN SECTION 4) (TOGETHER, THE “APPLICATION”). BY INSTALLING OR USING THE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS TOS AND CONSENT TO THE PRACTICES SET FORTH IN THE COMPANY PRIVACY STATEMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS TOS, AND ANY OF THE TERMS OF USE OF ANY COMPANY WEBSITE, THE TERMS OF THIS TOS WILL BE CONTROLLING. IF YOU DO NOT AGREE, THEN DO NOT INSTALL OR USE THE APPLICATION. If You are uncertain about Your right to use or install certain materials, You should contact legal counsel.

FOR PURPOSES OF THE TERMS, “COMPANY BRANDS,” “THE COMPANY,” “US”, “WE” OR “OUR” MEANS AND INCLUDES THE COMPANY AND ITS INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS. “YOU” MEANS EACH PERSON WHO ACCESSES OR USES THE APPLICATION OR THE SERVICES (INCLUDING, BUT NOT LIMITED TO YOUR CHILDREN), WHETHER OR NOT SUCH PERSON PERSONALLY INSTALLED THE APPLICATION OR PERSONALLY UTILIZES THE APPLICATION. FURTHER, “YOUR CHILDREN” OR “YOUR CHILD” REFERS TO YOUR CHILD, YOUR CHILDREN, A CHILD OR CHILDREN UNDER YOUR GUARDIANSHIP OR SUPERVISION, OR A CHILD OR ANY OTHER USER THAT YOU ALLOW TO USE THE APPLICATION.

1. **License Grant.** Subject to Your compliance with the terms and conditions of this TOS, Company grants to You a personal, limited, non-transferable license to use the Application on one or more devices that You own or control. Your purchase, installation and use of the Application is subject to the terms of service, privacy policy and other applicable policies of the platform from which you downloaded the Application. Please review these documents carefully. In addition, You must comply with applicable third-party terms and conditions governing any other products or services in connection with which You use the Application. Please be aware that the platform from which you downloaded the Application may collect analytics, usage statistics, technical or other data about or through the Application and/or Your device separate from Company’s collection of data as described in Section 2.2. Company is not responsible for the collection of data or the use of data collected by the platform from which you downloaded the Application.

2. **Description of other Rights and Restrictions.**

2.1 **Use of Application.** You may use the Application only in accordance with the terms and conditions set forth in this TOS. You may use the Application solely for lawful

purposes. In each instance, the use of the Application is solely for Your own personal and private non-commercial use (including printing and saving of content for personal use only) and not for any other purpose (including, without limitation, any act of electronic or physical distribution or re-distribution, making available, performance or broadcast, or any act for profit or other commercial purpose). Use of this Application may require that You update the operating system of Your device to the current version of the operating system. You are solely responsible for all use of the Application in connection with Your Account (defined in Section 2.5, below).

2.2 Conditions of License; No Harassment or Cheating: Company prohibits harassment and cheating. Company may take steps to implement anti-harassment and anti-cheating measures. Company's reasonable belief that you are engaging in harassment or cheating is grounds for immediate termination under this Agreement. Cheating includes, but is not limited to, any of the following behavior, on your own behalf or on behalf of others:

- Accessing the Application in an unauthorized manner (including using modified or unofficial third-party software);
- Playing with multiple accounts;
- Sharing accounts;
- Using any techniques to alter or falsify a device's location (for example through GPS spoofing); and/or
- Selling or trading accounts.

Harassment includes, but is not limited to, any of the following behavior, on your own behalf or on behalf of others:

- Using the Application to harm anyone or to cause offence to or harass any person;
- Using the Application for fraudulent or abusive purposes (including, without limitation, by using the Application to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity, or the Application); and
- Interfering with or disrupting the Application or servers or networks that provide functionality to the Application.

2.3 Consent to Use of Data. You consent to our data practices as described in Our [Privacy Statement](#). In the event of any conflict between Our Privacy Statement and this TOS, the terms of this TOS will be controlling.

2.4 Data Transfers: Your data will be transferred to the U.S. and managed in accordance with U.S. law and the Company's Privacy Statement. If You are not a resident of the U.S., by downloading the Application and setting up Your Account You expressly consent to such transfer.

2.5 Restrictions: Except as expressly permitted by the license grant in Section 1, You may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute, or sublicense the Application. You may not: (a) copy, modify or create derivative works of the Application or any part thereof (including any content made available through the Application); or (b) decompile, reverse engineer, disassemble, or otherwise reduce the Application to human-perceivable form (except as and only to the extent the foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application). Any attempt to do so is a violation of the rights of Company and its licensors. You shall not remove any copyright, trademark or other proprietary notices contained in the Application. You shall not exploit the Application in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or by attempting to access any information in connection with the Application by hacking, unauthorized access or any other means.

2.6 User Accounts. In order to access or use some (or potentially all) of the features of the Application, You may have to become a registered user and open an account and/or log in to Your existing account with Company ("**Your Account**"), the use of which will be subject to such terms and conditions as were provided by Company in connection with the creation of Your Account ("**Account Terms**"). Your decision to provide this information is purely voluntary and optional; however, if You elect not to provide it, then You may not be able to access certain (or potentially all) of the features of the Application. You may be permitted to save certain information through Your Account in connection with your use of this Application. Any information saved through Your Account will be subject to the Account Terms.

2.7 Virtual Items and Virtual Currency. Company may offer You the opportunity to purchase or use virtual currency, credits, points, virtual services, or virtual items (collectively, "Virtual Goods and Services") with "real world" money. Company retains the unfettered right to modify the Application and all aspects of characters, items, points, and coin, including the Virtual Goods and Services therein. Company may modify, revalue, or make the Virtual Goods and Services free at its sole discretion, and such modifications may make the Virtual Goods and Services more or less common, valuable, effective, functional, or eliminated entirely. Virtual points, credits, or currency ("**Virtual Tender**") in Your account that was purchased with real money may be redeemed before Virtual Tender in Your account that was not purchased (i.e., it was earned through experiential play), no matter when that Virtual Tender was acquired. You are encouraged to use Your Virtual Goods and Services as quickly as possible because Company makes no representations about the continued availability of such Virtual Goods and Services. Except as required by law, the availability of such Virtual Goods and Services is subject to Company's right to

terminate the TOS without any refund to You for any unused or unredeemed Virtual Goods and Services.

2.7.1 Termination or Change to Virtual Goods and Services. If Company changes, suspends, or terminates any Virtual Goods and Services, then You will forfeit the changed, suspended, or terminated Virtual Goods and Services. Likewise, except as required by applicable law, Company is not responsible for repairing or replacing Your Virtual Goods and Services, or providing You with any credit or refund or any other sum, in the event of: (a) Company's change, suspension, or termination of any Virtual Goods and Services; or (b) for loss or damage due to Application error, or any other reason. Pursuant to its right to terminate the TOS, Company reserves the right to terminate Virtual Goods and Services for cause immediately at its sole discretion without advance notice or liability. In such an event You will not be entitled to a pro rata refund or credit.

2.7.2 No Monetary Value; Limited Right to Use; No Property, Economic, or Ownership Interest. Once acquired, Virtual Tender can only be used to license a variety of Virtual Goods and Services offered by Company, it has no cash value. The sale of Virtual Goods and Services are final, nonrefundable, and have no monetary value (i.e., are not a cash account or equivalent), and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use as governed by this TOS, even if they come with a durational term (e.g., a monthly subscription). Notwithstanding any agreement by Company to provide a discretionary pro rata refund or credit in certain circumstances, You have no property, proprietary, intellectual property, ownership, economic, or monetary interest in Your Virtual Goods and Services, which remain the exclusive property of Company (subject only to the license set forth in Section 1 above). The license may be immediately suspended or terminated for any reason, in Company's sole discretion, and without advance notice or liability. Regardless of how acquired, Virtual Goods and Services do not accrue interest, and are not insured by the Federal Deposit Insurance Corporation (FDIC). As Company deems necessary in its sole and absolute discretion, Company may limit the total amount of Virtual Goods and Services that may be purchased at one time, and/or limit the aggregate amount of Virtual Goods and Services that may be held in Your account.

2.7.3 Transfers Prohibited. Company will not recognize the transfer of Virtual Goods and Services (including for "real" money or any other consideration or items of value whether inside or outside of the Application). Accordingly, You may not purchase, sell, barter, gift, or trade any Virtual Goods and Services, or offer to purchase, sell, barter, gift, or trade any Virtual Goods and Services. Any such attempted transfer will be invalid.

2.7.4 Unused Balances. If You leave a balance of Virtual Goods and Services unused for a period of time set forth by Your state, country, or other governing body in its unclaimed property laws, or if Your account is closed, whether voluntarily or involuntarily, Company may process Your Virtual Goods and

Services balance in accordance with our legal obligations, including by submitting funds associated with Your Virtual Goods and Services balance to the appropriate governing body where required by law.

3. **Linked Websites; Advertisements; Dealings with Third Parties.**

3.1 **Company Websites; Linked Websites; Advertisements.** The Application may contain links to or enable access to websites owned or operated by Company (“Company Websites”) and/or to third party services and websites not affiliated with the Company (“Linked Websites”). All use of Company Websites and Linked Websites is governed by the terms and conditions and privacy statements posted on such sites. Use of the Company Websites and Linked Websites may require Internet or mobile services access through your Internet or mobile service provider and is subject to their terms of service. Company has no control over the content, operations, privacy policies, terms, or other elements of Linked Websites, does not endorse, approve, or sponsor Linked Websites, and does not assume any obligation to review any Linked Websites. Company disclaims all liability in connection with Your use of Linked Websites.

3.2 **Dealings with Third Parties.** Any interactions, correspondence, transactions, and other dealings that You have with any third parties found on or through the Application (including on or via Linked Websites or advertisements) are solely between You and the third party (including issues related to the content of third party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and any other matter). Company disclaims all liability in connection therewith.

4. **Application Upgrades.** The terms of this TOS apply to any upgrades, supplements, add-on components, or Internet or mobile-based services components that Company may provide or make available to You in connection with the Application (“Application Upgrades”), unless superseded by a new license or additional terms accompanying such upgrade, supplement, add-on component, or Internet or mobile-based services component, in which case the new license will govern.

5. **Ownership; Reservation of Rights.** This Application contains copyrighted material, trademarks and other intellectual property that is owned by Company (“Company Licensed Elements”) or that is provided by and belongs to third parties (“Third Party Providers”). Company and its Third-Party Providers own and will retain all title, interest, ownership rights and intellectual property rights in and to the Application and all parts thereof (including content made available through the Application), and reserve all rights not expressly granted to You in this TOS. The Application is licensed, not sold.

5.1 **User-Generated Content.**

5.1.1 **General.** Company may now or in the future offer You the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or through the Application (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or

materials and the ideas contained therein (collectively, but excluding Company Licensed Elements included therein, “User-Generated Content”). Company may do this through forums, blogs, message boards, social networking environments, social communities, email, and other communications functionality. Subject to the rights and license you grant in this TOS, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content.

5.1.2 Non-Confidentiality of Your User-Generated Content. Except as otherwise described in the Privacy Statement or any separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions that will apply to Your use of the Application or to a service or product offered via the Application (in each such instance, and collectively, “Additional Terms”), You agree that (a) Your User-Generated Content will be treated as non-confidential and non-proprietary and will not be returned, and (b) Company does not assume any obligation of any kind to You or any third party with respect to Your User-Generated Content. Upon Company’s request, You will furnish us with any documentation necessary to substantiate these rights and verify Your compliance with this User Agreement or any Additional Terms. You acknowledge that Internet and mobile services may be subject to breaches of security and that You are aware that submissions of User-Generated Content may not be secure, and You will consider this before submitting any User-Generated Content.

5.1.3 License to Company of Your User-Generated Content. Except as otherwise described in any Additional Terms (such as a contest’s official rules), which will govern the submission of Your User-Generated Content, You hereby grant to Company, and You agree to grant to Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever, all or any portion of Your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, without any obligation or remuneration to You. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. To further effect the rights and license that You grant to Company to Your User-Generated Content, You also hereby grant to Company, and agree to grant to Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to You. Except as prohibited by law, You hereby waive, and You agree to waive, any moral rights (including attribution and integrity) that You may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to You. To the extent not waivable, You irrevocably agree not to exercise such

rights (if any) in a manner that interferes with any exercise of the granted rights to Company. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 5.1.3).

5.1.4 Company's Exclusive Right to Manage All User-Generated Content. Company may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of Your User-Generated Content, and Company may, in its sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Your or any User-Generated Content without notice or any liability to You or any third party. Company reserves the right to treat User-Generated Content on the Website as content stored at the direction of users for which Company will not exercise control except to block or remove content that comes to Company's attention and is deemed by the Company, in its sole discretion, to be offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable to Company, or to enforce the rights of third parties or the content restrictions set forth below in the Rules (defined in Section 5.1.7 below) when notice of their violation comes to Company's attention. Except as required by law, the Company does not assume any obligation to You to maintain, archive, allow access to or use of User-Generated Content on or through the Application for any period.

5.1.5 Representations and Warranties Related to Your User-Generated Content. Each time You submit any User-Generated Content, You represent and warrant that You are at least the age of majority in the state in which You reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content You submit, and that, as to that User-Generated Content, (a) You are the sole author and owner of the intellectual property and other rights to the User Generated Content, or You have a lawful right to submit the User-Generated Content and grant Company the rights to it that You are granting by this User Agreement and any Additional Terms, all without any Company obligation to obtain consent of any third party and without creating any obligation or liability of Company; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to Company's permitted uses and exploitation set forth in this TOS, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate this TOS or any Additional Terms, or cause injury or harm to any person.

5.1.6 Enforcement. Company has no obligation to monitor or enforce your intellectual property rights to Your User-Generated Content, but You grant us the right to protect and enforce Our rights to Your User-Generated Content, including by bringing and controlling actions in Your name and on Your behalf (at Company's cost and expense, to which You hereby consent and irrevocably appoint Company as Your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

5.1.7 Community Usage Rules. As a user of the Application, these Community Usage Rules ("Rules") are here to help You understand the conduct that is expected of members of the Application's online and mobile communities ("Communities").

Nature of Rules. Your participation in the Communities is subject to all the terms in this TOS, including these Rules:

- **Your User-Generated Content.** Do not use any User-Generated Content that belongs to other people and pass it off as Your own; this includes any content that You might have found elsewhere on the Internet. For example, Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. If anyone contributes to Your User-Generated Content or has any rights to Your User-Generated Content, or if anyone appears in the User-Generated Content, then You must also have their permission to submit such User-Generated Content to Company. (For example, if someone has taken a picture of You and a friend, and You submit that photo to Company as Your User-Generated Content, then You must obtain Your friend's and the photographer's permission to do so.)
- **No Photos, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If You choose to submit photos to or through the Application, link to embedded videos, or include other images of real people, then make sure they are of You or of You and someone you know – and only if You have their permission to submit them. Additionally, if the photo, video, or image includes a minor, by submitting it, You affirm that You are the parent or guardian of any child, or have permission from the child's parents or guardians, to do so.
- **Act Appropriately.** Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think Your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will, and it doesn't belong in the Application or posted to or through the Application. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law. If You submit User-Generated Content that Company reasonably believes violates this paragraph, then We may take any legal action that We deem appropriate, in Our sole discretion.
- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity. If You submit User-Generated Content that Company reasonably believes violates this paragraph, then We may take any legal action that We deem appropriate, in Our sole discretion.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do

not submit User-Generated Content that You believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents Your identity or affiliation with a person or company.

- **Others Can See.** We hope that You will use the Communities to exchange information and content and have discussions with other members. However, please remember that the Communities are a public forum and User-Generated Content that You submit within a Community will be accessible and viewable by other users. Do not submit personally identifiable information (e.g., first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.
- **Don't Share Other People's Personal Information.** Your User-Generated Content must not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Company.
- **Don't Damage the Website or Anyone's Computers or Other Internet Devices.** Your User-Generated Content must not contain or permit viruses, trojan horses, spyware, or any other technologies or malicious code that could affect the operation of the Application or any computer or other Internet or mobile Device.
- Company reserves the right to request at any time proof of the permissions referred to above in a form acceptable to Us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Application and/or Your Account being terminated.

5.1.8 Your Interactions With Other Users; Disputes. You are solely responsible for Your interaction with other users of the Application, whether online or offline. Company is not responsible or liable for the conduct or content of any user. Company reserves the right, but has no obligation, to monitor or become involved in disputes between You and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all your other online activities.

6. Representations and Warranties By End User: You represent and warrant that You (a) are the age of majority in Your state of residence (which is typically 18 years of age in most states) and have the legal capacity to enter into this TOS, (b) that You expressly authorize Your Children to use the Application and acknowledge that Your Children are bound by this TOS when setting up Your Account, (c) that You will use the Application only for lawful purposes and in accordance with this TOS, and (d) that You will not use the Application to violate any law, regulation or ordinance or any right of Company, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent.

7. **Termination:** This TOS is effective until terminated. Without prejudice to any other rights, Your rights under this TOS will terminate automatically without notice from Company should You fail to comply with any of the terms of the TOS. Upon termination, You agree to cease all use of the Application, uninstall it, and destroy all copies of the Application. Sections 2.3, 5, 7-11, 15 and 16 shall survive termination of this TOS.

8. **Disclaimer of Warranties** YOUR USE OF THE APPLICATION AND ANY ASSOCIATED PRODUCTS IS AT YOUR SOLE RISK.

THIS APPLICATION AND SUPPORT SERVICES (IF ANY) ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Company and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors (including the platform provider from which you downloaded the Application), licensees, contractors, customers, successors, and assigns (collectively, “Company Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied as to:

- The Application;
- The functions, features, or any other elements in, or made accessible through, the Application;
- Any products, services, or instructions offered or referenced at or linked through the Application (except for any specific warranties provided in additional terms provided by a Company Party who is also a product manufacturer that are included with a product that You purchase from Us);
- Whether the Application is free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely affect Your device);
- Whether the information (including any instructions) in the Application is accurate, complete, correct, adequate, useful, timely, or reliable;
- Whether any defects to the Application will be repaired; and
- Whether Your use of the Application is lawful in any particular jurisdiction.

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, COMPANY PARTIES FURTHER HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS. FURTHER, COMPANY MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY SOFTWARE INCLUDED WITH THE APPLICATION. TO THE EXTENT A WARRANTY MAY NOT BE DISCLAIMED AS A MATTER OF

APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

9. Limitation of Liability:

9.1 UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- a. the Application;
- b. Your use of or inability to use Application, or the performance of the Application;
- c. any action taken in connection with an investigation by Company or law enforcement authorities regarding Your access to or use of the Application;
- d. any action taken in connection with copyright or other intellectual property owners or other rights owners;
- e. any errors or omissions in the Application's technical operation; or
- f. any damage to Your device, computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

9.2 The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Company was advised of or should have known of the possibility of such losses or damages, regardless of whether You bring an action of contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God, telecommunications failure, or destruction of the Application).

9.3 Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to You.

9.4 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL LIABILITY OF COMPANY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE APPLICATION AND YOUR RIGHTS UNDER THIS TOS, EXCEED \$50; PROVIDED, HOWEVER, THIS PROVISION WILL

NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY PRODUCT WARRANTY THAT IS PROVIDED BY A MANUFACTURER OF A PHYSICAL PRODUCT.

9.5 With respect to any electronic commercial service on a Company website, residents of California are entitled to the following specific consumer rights information: if You have a complaint, 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. See also: <http://www.dca.ca.gov>.

10. Indemnity: You agree to, and You hereby, defend, indemnify, and hold Company Parties from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or uses the Application whether or not such person personally installed or used the Application) against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (A) Your use of the Application and Your activities in connection with the Application, (B) Your breach or anticipatory breach of this TOS, (C) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Your use of the Application or Your activities in connection with the Application, and (D) any misrepresentation made by You (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Company in the defense of any Claim and Losses. Notwithstanding the foregoing, Company Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Company Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Company Party.

11. Injunctive Relief: Because Company would be irreparably injured in the event of Your breach of any terms of this TOS or Your use of the Application beyond the scope permitted hereunder, You agree that: (a) Company will be entitled to seek and obtain, on an expedited basis from any court of competent jurisdiction, immediate injunctive relief to enjoin any breach or prospective breach of this TOS, and (b) You will not object to any such application for injunctive relief on the grounds that Company's losses may be compensated by monetary damages.

12. U.S. Government Restricted Rights and Export Provisions:

12.1 The Application is "commercial computer software" or "commercial computer software documentation." The United States Government's rights with respect to the Application are limited by the terms of this License Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

12.2 You agree by installing or otherwise using the Application that:

- a. You do not reside in and are not a national or resident of a country or other jurisdiction to which the U.S. Government has embargoed goods, software, technology, or services;
- b. You are not on the U.S. Treasury Department's List of Specifically Designated Nationals or the U.S. Commerce Department's Table of Deny Orders;
- c. You are not on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-users; and
- d. You will not use the Application for any illegal purpose.

12.3 Because the Application and related technical data may be subject to United States export controls, You agree that You shall not export or "re-export" (transfer) the Application unless You have complied with all applicable U.S. export controls.

13. **Wireless Features**

13.1 The Application may offer certain features and services that are available to You via Your device. These features and services may include the ability to access the Application's features and upload content to the Application, receive messages from the Application, make in-app purchases, and download content to Your device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier with questions regarding these issues.

13.2 You agree that as to the Wireless Features for which You are registered, We may send communications to Your device regarding Us or other parties – unless You cancel Your registration or opt-out in accordance with any procedure established by Company or by law. Further, We may collect information related to Your use of the Wireless Features.

14. **Dispute Resolution:** Certain portions of this Section 15 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Company agree that we intend that this Section 15 satisfies the "writing" requirement of the Federal Arbitration Act.

14.1 **First -- Try to Resolve Disputes and Excluded Disputes.** If any controversy, allegation, or claim arises out of or relates to the Application or this TOS (collectively, "Dispute"), or to any of Company's actual or alleged intellectual property rights (an "Excluded Dispute", which includes those actions set forth in Section 15.4 below), then

You and Company agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to You will be sent to You based on the most recent contact information that You provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 15.1. Our notice to You will be sent to the email address You used to set up Your Account. Your notice to us must be sent to: Mattel, Inc., 333 Continental Boulevard, El Segundo, California, 90245, U.S.A., Attention: General Counsel. For a period of 60 days from the date of receipt of notice from the other party, Company and You will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either You or Company to resolve the Dispute or Excluded Dispute on terms with respect to which You and Company, in each party's sole discretion, are not comfortable.

14.2 Forums for Alternative Dispute Resolution.

a. Arbitration.

If we cannot resolve a Dispute as set forth in Section 15.1 above within 60 days of receipt of the notice, then either You or Company may submit the Dispute to formal arbitration in accordance with this Section 15.2. If we cannot resolve an Excluded Dispute as set forth in Section 15.1 above within 60 days of receipt of the notice, then either You or Company may submit the Excluded Dispute to formal arbitration only if You and Company consent, in a writing signed by You and Company's Vice President of Legal and Business Affairs, to have that Excluded Dispute subject to arbitration. In such a case (and only in such a case), that Excluded Dispute will be deemed a "Dispute" for the remainder of this Section 15.2.

Upon expiration of the applicable 60-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years' experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if Company elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of this User Agreement and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If You and Company do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding

paragraph of this Section 15.2(a), then this paragraph and the remainder of this Section 15.1 will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within 60 days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that You and a legal officer of Company consents to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA:
800.778.7879
<http://www.adr.org/>

JAMS:
949.224.1810
<http://www.jamsadr.com>

b. Nature, Limitations, and Location of Alternative Dispute Resolution.

In arbitration, as with a court, the arbitrator must honor the terms of this TOS and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in New York, New York. You and Company will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Company to pay a greater portion or all of such fees and costs in order for this Section 15 to be enforceable, then Company will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

14.3 Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR COMPANY WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 15.1 ABOVE) WITHIN 1 YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

14.4 Injunctive Relief. The foregoing provisions of this Section 15 will not apply to any legal action taken by Company to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Application and/or Company's intellectual property rights, Company's operations, and/or Company's products or services.

14.5 Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring a qualifying claim of Disputes (but not Excluded Disputes) in small claims court.

14.6 No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 15.2(a) above holds that this restriction is unconscionable or unenforceable, then our agreement in Section 15.2 above to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 15.7 below.

14.7 Federal and State Courts in New York. Except to the extent that arbitration is required in Section 15.2 above, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in New York County, New York. Accordingly, You and Company consent to the exclusive personal jurisdiction and venue of such courts for such matters.

15. Third Party Software: Installing the Application may require the installation of Third-Party Software. Without such Third-Party Software, the Application may not function properly. Installation and use of any such Third-Party Software may require agreement to separate licensing terms provided by the Third-Party Software. Usage of any such Third-Party Software, and collection of any personal information by such Third-Party Software, will also be governed by the licensing terms provided with such Third-Party Software. The developer of the Third-Party Software retains all title, interest, and ownership of all intellectual property rights in and to the Third-Party Software. Software licensed under an open source license is governed solely by the terms of that open source license. You agree that no title or ownership rights in the Third Party Software are transferred to You by virtue of this TOS. By agreeing to this TOS, You also agree to the licensing terms for such Third Party Software.

16. Hazards of Using a Camera Based Application: The Application may allow you to use the camera on your device. You have been advised and understand and agree that it can be

hazardous to use a camera-based application while driving, walking, or otherwise by being distracted or disoriented from a real-world situation.

17. Miscellaneous Provisions:

17.1 You are responsible for obtaining and maintaining Your device and other equipment and software, and all Internet service providers, mobile service, and other services needed for Your access to and use of the Application and You will be responsible for all charges related to them.

17.2 If You acquired the Application in the United States, this TOS will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions. If You acquired the Application elsewhere, unless expressly prohibited by local law, this TOS is governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions.

17.3 If any provision of this TOS is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this TOS and the invalidity of the provision will not affect the validity or enforceability of the remainder of this TOS (which will remain in full force and effect). To the extent permitted by applicable law, You agree to waive, and You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter.

17.4 Company reserves the right to discontinue any services provided to You or made available to You through the use of the Application.

17.5 This TOS constitutes the entire agreement between the parties with respect to the use of the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. This TOS may be changed from time to time by Company. Changes to this TOS will be provided with Application updates. You agree that Your continued use of the Application after any such change has first been promulgated by Company shall constitute Your agreement to the updated TOS containing the changed terms.

18. Consumer Contact: If You have any questions regarding this TOS, You may contact us:

Via phone: 1-800-524-8697; or

Via mail: Mattel, Inc.
Business & Legal Affairs, MS M1-1516
333 Continental Blvd
El Segundo, CA 90245.