

PRIVACY STATEMENT

Last updated January 27, 2017

Internet Privacy

The Company, Two Way Play, is committed to making sure that your Internet privacy is protected. Our policy regarding user Internet privacy follows.

Collection of Personal Information

None of your personal information is collected or distributed through this Website, twowayplay.com

If a user signs up with their email to join or follow Two Way Play and receive periodic news and announcements, the email will be stored by Benchmark email (www.Benchmarkemail.com) for future mailings but not disclosed to anyone or used in any way. If you wish to remove your email, you can Unsubscribe with the button at the bottom of any email announcements that are sent through Benchmark or you can contact Two Way Play at info@twowayplay.com and we will remove you from the list.

Links/Social Media/Ads/Purchases

There are social media buttons that link to social media sites such as Twitter, FB, LinkedIn, Instagram, and YouTube on the Website. Purchase of apps is available by clicking on the app icons on the Website which link to the AppStore whereupon apps could then be paid for, or possibly obtained for free, and then downloaded. There are titles of articles for adults listed on the Website that link to those same articles on the internet.

User Age

The Website and apps are intended for adults and children to read and play together. Children under 13 who wish to play on the Website, purchase an app, read an article, email or contact or follow Two Way Play, should do so in the company of, or with the permission of, their parent or another authorized and familiar adult.

If there are any concerns about the content of this site, or concern that it may not meet the requirements of COPPA (Children's Online Privacy Protection Act), please notify Two Way Play at info@twowayplay.com and the issue will be addressed.

Cookies

A "cookie" is a small text file that a website can send to your computer's hard drive while you are viewing the site. Two Way Play uses cookies to verify your identity while using our Website and to give you faster access to pages on our Website, so that you do not have to log in to every page you visit. We DO NOT use cookies to collect any personal information about you or from your computer. The cookie and all the information it contains is erased every time you end your session at the Two Way Play Website, unless we obtain your prior consent to do otherwise. You may set your browser not to accept cookies, but that will limit your use of many features on our Website.

Log Files

Two Way Play records certain non-personal information in our web logs, such as: Internet Protocol address, browser type (e.g., whether you use Google Chrome or Internet Explorer), the page requested and the time of each page request. We collect this non-personal information to: track times to manage resources, analyze trends to provide better service, and for other Website administration. This demographic information is not connected to any personally identifiable information, such as a name or address, and will be used only to provide better, more targeted services to our Website users. This information, if shared, will be shared only in aggregate form, with only select third parties, unless Two Way Play specifically identifies otherwise at the time the information is collected. Two Way Play does not collect users' personal information and will never release any Website user's personally identifiable information to third parties unless subpoenaed or ordered by court of law, or to protect the security and safety of our visitors and our Website.

Changes to this Policy and Use of Website

Two Way Play reserves the right to update this policy, and although it does not plan to materially change this policy, it reserves the right to do so at any time. Two Way Play will inform users of this Website of any change in the Company's privacy policy by posting the changed policy on our Website. You should check this Website periodically to view our current privacy policy. By using this Website, you agree to the provisions of our privacy policy and to the collection and use of information as described in this policy.

Contact Us

If you have any questions regarding this Privacy Policy please contact the Company, Two Way Play, at: info@twowayplay.com

TERMS OF USE

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The Website (the "Website") of Two Way Play LLC (the "Company"), is a service made available by the Company, and all content, information and software provided on or through this Website (collectively, the "Content"), may be used solely under the terms and conditions of these Terms of Use (this "Agreement"). By using this Website, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not want to be bound by this Agreement, please do not use the Website. The Company may change this Agreement at any time. Any such changes will be

effective immediately upon posting of such changes on this Website. The "last updated" date will always be prominently displayed at the top of this Agreement. You agree to review this Agreement from time to time to make sure that you are aware of any such changes. Your continued use of this Website indicates your acceptance of this Agreement and any such changes.

1. Limited License. The Company grants you a nonexclusive, nontransferable, revocable, limited license to access and use this Website for your personal use only and not for commercial purposes or exploitation. The Company may terminate this license or deny you access to all or any part of this Website at any time for any reason. You may not rent, lease, loan, sell or sublicense this Website or any Content. You may not copy, download, store, modify, reproduce, republish, distribute, display, or transmit for any purpose (whether commercial, nonprofit or public) any Content without the Company's express prior written permission.

2. No Unlawful Use. You agree not to use or permit the use of this Website for any unlawful purpose or any purpose prohibited by these Terms of Use. You agree not to use this Website in violation of law and not to post any content or send any communications or engage in any conduct or activity that might subject the Company to the threat of civil or criminal action or penalties. You may not authorize or permit any person to access or use this Website. You may not use the Website in any manner that could damage, disable, overburden, or impair any Company server, or the network(s) connected to any Company server, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Company server or to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

3. Proprietary Rights. All right, title, and interest (including all copyrights and other intellectual property rights) in this Website and the Content (in both print and machine-readable forms) belong to the Company or any of its third party suppliers of materials. You acquire no proprietary interest in this Website or the Content, or copies thereof. You may not use this Website or the Content in any fashion that infringes the copyrights or proprietary interests therein. You may not remove or obscure the copyright notice or other notices contained in the Content. The Company will aggressively enforce its intellectual property rights to the fullest extent of the law. Sound, graphics, charts, information, written material or images of places or people are either property of the Company or used on this Website with permission. Your use of any of these materials is prohibited unless specifically provided for on this Website. Any unauthorized use of these materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

4. Disclaimer of Warranty. THIS WEBSITE AND THE CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS OR PERFORMANCE OF THIS WEBSITE, AND ANY WARRANTIES REGARDING SERVICES, INFORMATION AND ADVICE OBTAINED THROUGH THIS WEBSITE.

5. Limitation of Liability. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from this Website or the Content, (b) the unavailability or interruption of this Website or the Content (or any part thereof), (c) your use of this Website or the Content (regardless of whether you received any assistance from a Covered Party in using this Website or the Content), or (d) your use of any equipment or services obtained in connection with this Website or the Content. "Covered Party" means the (i) Company, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the Company or its affiliates; and (ii) each third party supplier of Content, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Content or any of its affiliates. THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS WEBSITE OR THE CONTENT OR THE USE OF OR INABILITY TO USE THIS WEBSITE OR THE CONTENT, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED FOR ANY REASON, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THIS WEBSITE OR THE CONTENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00), AND YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

6. Regarding Medical or Child Developmental Advice: This Website and App Book Do Not Provide Medical or Child Development Advice. The contents of this Website and the app book are not intended to be a substitute for medical or child development advice, diagnosis or treatment. You should consult your physician or other qualified professionals if you have questions about a medical or child development issue. If you think you have a medical emergency, call your doctor or 911 immediately. The accuracy, completeness, adequacy or currency of the content of this Website and the app book are not warranted or guaranteed, and you assume all risks concerning the suitability and accuracy of the content of this Website and the app book.

7. Indemnity. As a condition of use of this Website, you agree to indemnify the Covered Parties from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of this Website, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

8. Third Party Content. Third party content may appear on this Website or may be accessible via links from this Website. The Covered Parties are not responsible for and assume no liability for any mistakes, misstatements, defamation, slander, libel, omissions, falsehood, obscenity, or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Website. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the opinions of the Company.

9. Additional Terms. Other provisions that govern your access to and use of this Website and the Content are set forth in the Privacy Statement which is incorporated by reference into this Agreement.

10. General.

(a) The failure of the Company to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

(b) The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

(c) You may not assign your rights or delegate your duties under this Agreement without the prior written consent of the Company.

(d) This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to its conflict of laws provisions, as such laws are applied to agreements to be entered into and to be performed entirely within Massachusetts between Massachusetts residents. The sole jurisdiction and venue for any litigation arising out of your access to or use of this Website or the Content shall be an appropriate federal or state court located in Massachusetts.

Contact Us

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