

TERMS OF USE

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The BRAT6™ Website is offered to you conditioned upon your acceptance, without modification, of the terms, conditions, and notices contained herein. Your use of the BRAT6™ Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

BRAT6™ reserves the right to change the terms, conditions, and notices under which the BRAT6™ Website is offered, including, but not limited to, the charges associated with the use of the BRAT6™ Website.

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USE OF COMMUNICATION SERVICES

The BRAT6™ Website may contain bulletin board services, chat areas, news groups, blogs, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular

Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

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BRAT6™ reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in BRAT6™'s sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. BRAT6™ does not control or endorse the content, messages or information found in any Communication Service and, therefore, BRAT6™ specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized BRAT6™ spokespersons, and their views do not necessarily reflect those of BRAT6™.

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SERVICE CONTACT: news@brat6.com

TERMINATION/ACCESS RESTRICTION

BRAT6™ reserves the right, in its sole discretion, to terminate your access to the BRAT6™ Website and the related services or any portion thereof at any time, without notice.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in

Denver County, Colorado, U.S.A. in all disputes arising out of or relating to the use of the BRAT6™ Website. Use of the BRAT6™ Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and BRAT6™ as a result of this agreement or use of the BRAT6™ Website. BRAT6™'s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of BRAT6™'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BRAT6™ Website or information provided to or gathered by BRAT6™ with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BRAT6™ with respect to the BRAT6™ Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and BRAT6™ with respect to the BRAT6™ Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this Agreement and all related documents be drawn up in English.

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

Statement of Privacy

BRAT6™ is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the BRAT6™ website and governs data collection and usage. By using the BRAT6™ Website, you consent to the data practices described in this statement.

Collection of your Personal Information

BRAT6™ collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. BRAT6™ also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by BRAT6™. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by BRAT6™ for the operation of the BRAT6™ service, to maintain quality of the BRAT6™ service, and to provide general statistics regarding use of the BRAT6™ Website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through BRAT6™ public message boards, this information may be collected and used by others. Note: BRAT6™ does not read any of your private online communications.

BRAT6™ encourages you to review the privacy statements of websites you choose to link to from BRAT6™ so that you can understand how those websites collect, use and share your information. BRAT6™ is not responsible for the privacy statements or other content on websites outside of the BRAT6™ and BRAT6™ family of websites.

Use of your Personal Information

BRAT6™ collects and uses your personal information to operate the BRAT6™ Website and deliver the services you have requested. BRAT6™ also uses your personally identifiable information to inform you of other products or services available from BRAT6™ and its affiliates. BRAT6™ may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

BRAT6™ does not sell, rent or lease its customer lists to third parties. BRAT6™ may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, BRAT6™ may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using

your personal information except to provide these services to BRAT6™, and they are required to maintain the confidentiality of your information.

BRAT6™ does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

BRAT6™ keeps track of the websites and pages our customers visit within BRAT6™, in order to determine what BRAT6™ services are the most popular. This data is used to deliver customized content and advertising within BRAT6™ to customers whose behavior indicates that they are interested in a particular subject area.

BRAT6™ Websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on BRAT6™ or the Website; (b) protect and defend the rights or property of BRAT6™; and, (c) act under exigent circumstances to protect the personal safety of users of BRAT6™, or the public.

Use of Cookies

The BRAT6™ Website use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard drive by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize BRAT6™ pages, or register with BRAT6™ site or services, a cookie helps BRAT6™ to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same BRAT6™ Website, the information you previously provided can be retrieved, so you can easily use the BRAT6™ features that you customized.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the BRAT6™ services or websites you visit.

Security of your Personal Information

BRAT6™ secures your personal information from unauthorized access, use or disclosure. BRAT6™ secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

BRAT6™ COPPA Compliance

The following sections describe the information we collect from parents and how children's information is used and shared, with your consent.

COPPA and Parental Rights

By creating a child account, you are granting your child permission to use the BRAT6™ website and all of its features. This combined with your registration will be considered verified parent consent as described under the Children's Online Privacy Protection Act ("COPPA").

Under COPPA, you have the right to review, request the deletion of, or request that we stop collecting or using your child's personal information at any time. To do so, please follow the various procedures outlined in this Statement of Privacy.

Registration

BRAT6™ requires an adult to register for new accounts and we've taken steps to prevent children from registering. Please notify us if you believe a child has registered without a parent's permission.

During registration, we will request your name, email address, and a password to protect your account. Your email address will be your username, so we will send you an email to verify your email address. This also helps us ensure you receive important alerts and information about your account.

Identity Verification

After you register, we will ask you for additional personal information to verify your identity using a national consumer database. This helps us confirm that you are an adult, since we require your consent before collecting child information in accordance with COPPA. It also helps us increase the overall safety of the BRAT6™ website.

We will ask for your name, street address, postal code, and birthdate as it appears on your government issued identification. In certain circumstances, we may also ask for the last four digits of your social security number as an added security measure. We will temporarily store and transmit that information to a third-party data provider that is under obligation to keep your information confidential.

Based on information returned from our data provider, we will ask you to answer a series of security questions. This is a required step designed to prevent anyone else from registering using your name. If you do not answer the security questions correctly, we will suspend your account. In some cases, we may allow you to retry the electronic verification or complete a printed form.

After this process is completed, we will store your full name and postal code as it was verified. Later, when you send a chat invitation to another user, we will include your verified name with the invitation request.

Whether or not your verification was successful, we will delete your address, birthdate, security questions, and your answers to the security questions. We do not store social security information. Incomplete or abandoned verifications will be deleted after ten (10) days.

Adding Family Users

After completing the identity verification, you can add other family members to your account. For example, you may add a child and another parent. You will have full control over your family users and their data.

When adding a child user, we will ask for your child's first and last name. We will only share this information with friends that you approve or are notified about through the invitation process described below.

We will also ask you to define a unique username for your child's account. We recommend you consider anonymous letter patterns because usernames are used to receive invitations and may be visible to the public. BRAT6™ does not allow inappropriate words as usernames and we reserve the right to change usernames. For example, we may not allow a username that is already a trademarked or a common industry term, as well as usernames that contain profanity or other inappropriate terms.

User Passwords

As a parent, you can set passwords for your children and other members of your family. Passwords are required for parent users and optional for children.

If you choose to assign a password, your child will be able to login using any device including devices owned by other people. If you prefer to restrict which devices are used, you can disable the password to prevent your child from logging in without your assistance. You can login on any device first as a parent to authorize the device and then use the "Switch User" feature to give access to your child. The switch user feature can also be used to allow family members to share a device.

BRAT6™ allows adult users to recover a lost password. At your request, we will send an email with instructions on how to reset the password. Parents can change child passwords at any time using the application settings.

To best protect your account, we recommend using a different password for BRAT6™ than other sites and services you use. We also recommend that you do not share your password and that you teach children to keep passwords secret. BRAT6™ follows industry best practices and stores passwords as a computed value that cannot be reversed or used to access other sites.

Sending and Receiving Invitations

When inviting other people to connect through BRAT6™, we will send a message to the recipient containing your contact information. Likewise, when you receive an invitation, we will show you the details about who sent the invitation. Our goal is to make sure you clearly understand who sent the invitation so you can make an informed decision to accept or ignore the request.

When sending an invitation, we will include your name, email address, postal code, and a summary of the method used to verify your identity. For child invitations, we will include the child's name and username as well as your parent contact information.

- Sending invitations. After a child sends an invitation, we will send you an email and a push notification requesting your review. If you choose to block an outbound invitation, no notification will be sent to the recipient.
- Receiving invitations. When a child receives an invitation, we will send you an email and a push notification requesting your review. If you choose to block an inbound invitation, no response is sent to the sender.

Whether sending or receiving, we recommend you only approve invitations with trusted friends and relatives. You can review blocked invitations and change your response later using the settings in the application.

BRAT6™ stores invitations indefinitely for the lifetime of your account. We record your response to invitations as an audit trail. If you delete a family user, we will also delete the history of invitations including your responses.

We may also offer settings and other features that allow you to simplify the invitation process. For example, we may offer an option that allows children to approve their own friend requests, as long as the setting is first enabled by a parent. We may also add sharing features that allow parents to invite other parents in their contact list or social networks. If you allow BRAT6™ to read your contact list, we will not use your contact information for any other purpose.

Friend Connections

After you accept an invitation, a friend connection will be created between the sender and recipient. In some cases, multiple connections will be made between family members if authorized by a parent. For example, a parent can send an invitation from all members of the family at one time.

Friend connections will appear in your friend list or in your child's friend list allowing chat messages to be sent. At any time, you can block individual friend connections within the application settings. No message will be sent to the blocked friend.

As a parent, you can also control access to your children's friends. When a parent blocks a child's friend connection, it supersedes other settings and the connection will disappear from view with no notification to the child or the friend.

Friend lists are private and only visible to the user and the other parent users in your account.

Chat Messages

BRAT6™ includes the features you would expect from a modern messaging website. However, there are some important differences between BRAT6™ and other products.

Chat conversations are private and will not be shared outside the parties of the chat conversation, except through parent supervision features outlined below. We do not allow anonymous messages or public wall posts.

BRAT6™ requires all users to adhere to basic rules of conduct. Be nice, respect other users, and report problems to your parents first. BRAT6™ may suspend the account of any user that violates these rules or the terms of our service.

Curse words and other inappropriate content may be filtered. Filtered content is stored like other chat messages, but not delivered to the recipient. When a message containing inappropriate content is filtered, we display a red chat bubble and a warning sound to the sender. If you see content that should be filtered, please notify us and we will add additional content filters.

When chat messages are sent, we store the message and then notify the recipient using push notifications and other methods. The message and its attachments may appear on the recipient's device even when locked or not using the BRAT6™ website.

BRAT6™ stores your chat history indefinitely so that it can be reviewed at any time by the parties of the chat conversation or by parents using our supervision features. BRAT6™ does not allow ephemeral or auto-deleting messages. From time to time, we may delete or archive messages to reduce our storage costs.

As a parent, you may destroy all chat history for your children as outlined below in the section called Deleting Child Data.

Parent Supervision Features

BRAT6™ includes many features to help parents supervise their children and remain aware of online activity.

As described above, parents have final approval over all invitations so you should be aware of the people chatting with your children. Parents can also block individual friends and control password access to child accounts.

- **Observing Chat Activity.** Parents may also monitor chat activity in real-time using the observe feature. This will display messages as they are sent between friends. Parents can also scroll back in time to review older messages. No notification is given to children that

a parent is monitoring their activity. Please note that the parents of your child's friends may also monitor conversations between their children and your child.

- **Email Reporting.** As a parent, you may enable email-reporting features that send a summary of chat activity including chat transcripts to your email address. This is a safety feature designed to encourage parents to review chat activity. Once delivered, there is no way for BRAT6™ to recall transcripts sent, even after deleting a child account. This means that your child's name and chat transcripts may remain in another parent's email even after deleting your account.
- **Disabled Accounts.** Parents may disable their child's BRAT6™ account within the settings menu. When an account is disabled, the application will not allow messages to be sent or received. When other users send messages to a disabled account, the messages simply appear unanswered. We do not share disabled status.
- **Time of Day Limits.** You can set time of day limits for your child's account. For example, you can prevent usage after bedtime and before breakfast. Like disabled accounts, inbound messages are not delivered with no notice to the friend sending the message. We do not share time of day limit settings.

Deleting Child Data

As a parent, you may delete another user from your account using the settings within the application. When deleted, all user information including name, profile information, invitations, friend connections, and chat history will be deleted. Please note, if you or another parent enabled email activity reports, there is no way to recall or delete emailed transcripts.

Geolocation Information

The BRAT6™ website does not request or track geolocation information from your device or your child's device.

In some cases, your photos may contain geolocation information. Although we take special steps to filter and exclude geolocation metadata from all photos sent, we cannot guarantee that no geolocation data is embedded in photos. Parents should also be cognizant that background scenery within photos and background noises within voice messages could be used to identify your child's location.

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