

INTERACTIVE BEDTIME LLC

Address: 2724 S Village Court Rd, Saratoga Springs, UT 84045, United States

Contact Email: admin@interactivebedtime.com

Effective Date: April 30th 2025.

END USER LICENSE AGREEMENT AND TERMS & CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY. By accessing or using the Interactive Bedtime mobile and web application (“App” or “Service”) you agree to be bound by these terms. If you do not agree to all terms, you must not use or access the App.

1. INTRODUCTION AND ACCEPTANCE OF TERMS

- a. **Provider:** This combined End User License Agreement and Terms & Conditions (collectively, the “Agreement”) is a legally binding contract between you and Interactive Bedtime LLC (“Interactive Bedtime,” “we,” “us,” or “our”).
- b. **Scope:** This Agreement governs your access to and use of the Interactive Bedtime App and associated services. It includes the EULA, Terms & Conditions, and the Privacy Policy set forth herein.
- c. **Target Age Group:** The App generates AI-based bedtime stories for children between age 4–8. By using the App, you represent that you are the parent or legal guardian of any child under 18 who uses or accesses the App, and that you consent to this Agreement on the child’s behalf.
- d. **Modifications:** We may update this Agreement from time to time for legal or operational reasons. Material changes will be communicated via email or in-App notices. Continued use of the App after changes become effective indicates acceptance of the revised terms.

e. **Availability:** The App is available globally, but is governed by Utah, U.S. law (see Section 16). Use or access outside the U.S. is at your own initiative, subject to compliance with local laws.

2. LICENSE GRANT AND RESTRICTIONS

- a. **Limited License:** Subject to your compliance with this Agreement, Interactive Bedtime grants you a personal, non-exclusive, revocable, non-transferable license to download, install, and use the App on your personal devices solely for non-commercial, family use.
- b. **AI-Generated Content:** All AI-generated content (including stories) accessible within the App is licensed to you solely for personal, private use. You may not reproduce or redistribute the generated content for commercial or public purposes without our prior written consent.
- c. **Prohibited Acts:** You shall not:
 - i. Copy, modify, distribute, or publicly display any portion of the App or content except as expressly permitted.
 - ii. Reverse-engineer, decompile, or attempt to extract the source code or underlying algorithms of the App's AI systems.
 - iii. Use the App to engage in unlawful activities or to generate inappropriate content.
 - iv. Circumvent any security, Token systems, or usage restrictions embedded in the App.
- d. **No Ownership Transfer:** You acquire no ownership rights by installing or using the App. All rights not explicitly granted to you in this Agreement are reserved by Interactive Bedtime.

3. ACCOUNT REGISTRATION AND USER RESPONSIBILITIES

- a. **Eligibility:** You must be at least 18 to register for an account. If you are under 18, a parent/guardian must create and manage the account on your behalf.
- b. **Account Security:** You must provide accurate, up-to-date information when creating an account. Safeguard your login credentials. You are responsible for all activities under your account, including any usage by your child.
- c. **Parental Involvement:** The App is intended for parents to use with children. Please supervise your child's activity, preview generated stories, and ensure the content is appropriate.
- d. **User Conduct:** By using the App, you agree to behave in a lawful and responsible manner. This includes refraining from generating or requesting content that is explicit, harmful, or otherwise inappropriate. You are also expected to report any technical issues, misuse, or suspicious activity promptly to admin@interactivebedtime.com to help us maintain a safe environment for all users.

4. TOKEN-BASED PURCHASES

- a. **Nature of Tokens:** Interactive Bedtime uses virtual "Tokens" as a means to unlock premium content. Tokens have no monetary value outside the App and cannot be exchanged for cash or other value.
- b. **Purchase and Usage:** You may purchase Tokens using authorized payment methods, such as in-app purchases or through our official website. The number of Tokens required to unlock content or generate an AI-based story will be clearly indicated within the App, and Tokens will be deducted accordingly each time you access such content.
- c. **Expiration:** Purchased Tokens generally remain valid for the lifetime of your account and do not expire under normal circumstances. However, any promotional or complimentary Tokens may be subject to an expiration date, which will be clearly communicated at the time of issuance.

- d. **Refunds and Cancellations:** All Token purchases are final and non-refundable, except as required by law or in cases where a technical error prevents the successful delivery of Tokens. Tokens function as a form of digital currency used to purchase story content within the App. If you voluntarily terminate your account, any unused Tokens will be forfeited, and no refunds or credits will be provided.
- e. **Non-Transferable:** Tokens are linked to your account; you may not transfer, sell, or share them with others unless we provide an official in-App mechanism.

5. REFUND POLICY

- a. **Digital Content Delivery:** Because Tokens are exchanged for digital story content within the App, **no refunds** are provided once Tokens are purchased and credited to your account, except as mandated by local consumer protection laws.
- b. **Payment Disputes:** In the event of a payment dispute, such as an unauthorized purchase made by a child, you should first contact the platform through which the purchase was made (e.g., Apple App Store, Google Play), as they may offer refunds in accordance with their respective policies. While all sales are generally final, we may, at our sole discretion, issue a Token credit if a technical fault or error occurred during the transaction.
- c. **Subscription Plans** (if subscription plans are made available in the future.): If you subscribe to a bundle of Tokens or premium features, cancelation will prevent future charges, but no pro-rated refunds will be given for the current billing cycle.

6. CHILDREN'S PRIVACY (COPPA & GDPR-K COMPLIANCE)

- a. **COPPA:** We comply with the Children's Online Privacy Protection Act (COPPA) in the U.S. We do not knowingly collect personal information from children under 13. The App allows children to interact with story content by selecting character names or age levels, but we do not collect, store, or link any of this information to individual users.

- b. **Data Collection:** We do not collect any personal information from children. Children may choose the name of their story character, including their own name if they wish, or select a preferred age or grade level for story customization. However, these inputs are not stored or used to identify individual users. For comprehensive information on how data is collected and used, please refer to the Privacy Policy (Section 14).
- c. **Parental Rights:** Since we do not collect any data from children, there is no personal information available for parents to access or delete. If you have questions, please contact us at admin@interactivebedtime.com
- d. **International Compliance:** For children in the EU/EEA, UK, or other jurisdictions with child data rules, we apply appropriate safeguards under GDPR or equivalent laws.

7. INTELLECTUAL PROPERTY

- a. **Ownership:** Interactive Bedtime and its licensors retain all intellectual property rights in the App, including but not limited to software code, AI models, and generated content.
- b. **AI-Generated Content:** Users receive a limited license to view or download for personal, non-commercial use. You may share brief quotes for personal social media or private family sharing, but full reproduction of entire stories online or for commercial use is prohibited.
- c. **User Inputs:** Any prompts or text you submit remain your property, but you grant us a license to use those inputs for generating content and improving our service.
- d. **Trademarks:** The “Interactive Bedtime” name, logos, and related marks are the property of Interactive Bedtime LLC. You must not use them without our written consent.
- e. **DMCA Notice:** If you believe any content in the App infringes your copyright or IP, please send a notice to admin@interactivebedtime.com. We comply with takedown requests as required by law.

8. DISCLAIMERS REGARDING AI CONTENT

- a. **General Disclaimer:** The App is provided on an “as is” and “as available” basis. No warranties, express or implied, are made regarding the App’s accuracy, completeness, or suitability for any particular purpose.
- b. **AI-Generated Content:** While we strive to ensure age-appropriate content, AI may produce occasional inaccuracies or unexpected phrases. Parental supervision is recommended to ensure suitability for each child.
- c. **No Guarantee:** We cannot guarantee uninterrupted service or that the App will be free from viruses or other harmful components.
- d. **Not a Substitute:** The App is for entertainment purposes, not a substitute for professional advice or childcare. Rely on your own judgment and consult experts for specific needs.

9. ACCOUNT SUSPENSION AND TERMINATION

- a. **By Interactive Bedtime:** We may suspend or terminate your account if you:
 - i. Breach this Agreement or our policies.
 - ii. Engage in fraudulent or harmful activities.
 - iii. Are required by law to cease participation.
- b. **By User:** You may terminate at any time by deleting your account and ceasing to use the App. Unused Tokens will be forfeited upon termination.
- c. **Effect of Termination:** Upon termination of your account, all licenses granted under this Agreement will immediately cease. You will lose access to your account and any associated content, including any remaining unused Tokens, which will be forfeited without refund.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Interactive Bedtime LLC shall not be liable for any indirect, consequential, or special damages (including lost profits or data loss) arising from or related to your use of the App.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Interactive Bedtime LLC, along with its officers, directors, employees, and agents, from and against any claims, damages, liabilities, losses, or expenses, including reasonable legal fees, arising from or related to your use or misuse of the App (including AI-generated content), your violation of any applicable laws or third-party rights, or your breach of this Agreement, including any infringement of intellectual property or proprietary rights.

12. DISPUTE RESOLUTION AND ARBITRATION

- a. **Initial Resolution:** Contact us first at admin@interactivebedtime.com with any dispute or concern. We aim to resolve most issues informally.
- b. **Binding Arbitration:** Except for small claims or injunctive relief, any dispute shall be resolved by confidential binding arbitration under the American Arbitration Association's Consumer Arbitration Rules. Both parties waive the right to a jury trial or class actions.
- c. **Location and Fees:** Arbitration shall occur in Utah, or another mutually agreed location. Each party bears its own costs unless otherwise specified by the arbitrator.

13. ADDITIONAL LEGAL CLAUSES

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between you and Interactive Bedtime, superseding all prior or contemporaneous agreements.
- b. **Severability:** If any part of this Agreement is deemed unenforceable, the remainder remains in effect.
- c. **No Waiver:** Failure to enforce a provision is not a waiver of that right.
- d. **Assignment:** You may not assign or transfer this Agreement without our prior written consent.
- e. **Force Majeure:** We are not liable for delays or failures due to events beyond our reasonable control (e.g., natural disasters, internet outages).
- f. **Third-Party Beneficiaries:** App stores (Apple, Google) are third-party beneficiaries under this Agreement, but there are no other intended beneficiaries.

14. PRIVACY POLICY

- a. **Overview:** We value your privacy. This Section 14 outlines how we collect, use, protect, and disclose personal information when you or your child use the App. By using the App, you consent to the practices herein.
- b. **Personal Data Collected:** We collect limited personal data necessary to operate and improve the App. This includes account information such as your email address and password. We do not collect the name of the parent, guardian, or child. While children may input a name for a story character or select a preferred story level (e.g., age or grade), this information is used only for real-time personalization and is not stored or linked to any user. We may record general usage data such as story selections, token activity, and device information to enhance functionality. Payment processing is handled securely by third-party providers; we do not store full payment details. Cookies and analytics tools may be used to monitor performance, but no children's data is used for marketing or profiling purposes.

c. **How We Use Information:** We use the personal data we collect to operate and improve the App in several essential ways. This includes generating personalized stories based on user preferences, managing user accounts, and delivering core functionality. We also use this information to provide user support, respond to inquiries, and resolve technical issues effectively. All data handling practices are carried out in compliance with applicable privacy regulations, including COPPA, GDPR, and other relevant laws. Additionally, we may analyze aggregated, non-identifiable usage data to improve the accuracy of our AI systems and expand the variety and quality of story content offered through the App.

d. **Sharing of Data**

- i. **Service Providers:** We share minimal data with vendors (e.g., cloud hosting, analytics, payment processors) under binding confidentiality agreements.
- ii. **Legal Requirements:** We may disclose data to comply with law or enforce our rights.
- iii. **Business Transfers:** If we undergo a merger or sale, user data may transfer under similar privacy protections.

e. **Children's Privacy Safeguards**

- i. **No Personal Data:** We do not collect personal data from children.
- ii. **In-App Choices:** Children may input character names or select a story level, but these inputs are not stored.
- iii. **No External Sharing:** Child data is not sold or shared with third parties for marketing.
- iv. **Right to Delete:** Parents may request deletion of their child's data by emailing admin@interactivebedtime.com.

f. **Retention & Security:** We retain personal data as long as reasonably necessary to provide the Service and fulfill legal obligations. We use encryption, secure servers, and access controls to protect information.

- g. **International Users:** Your data may be transferred to and processed in the U.S. or other jurisdictions. We maintain safeguards as required by GDPR and other laws for international data transfers.
- h. **User Rights:** You have the right to access and correct your personal data, request account deletion, unsubscribe from marketing, or withdraw consent at any time. For any data-related requests or inquiries, please contact:
admin@interactivebedtime.com.

15. CONTACT INFORMATION

For questions, comments, or concerns regarding this Agreement or Privacy Policy, please contact:

Interactive Bedtime LLC

2724 S Village Court Rd
Saratoga Springs, UT 84045, United States
admin@interactivebedtime.com

16. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Utah, United States, without regard to conflicts of law principles. Subject to arbitration requirements (Section 12), any litigation shall be brought exclusively in state or federal courts located in Utah, and you consent to the personal jurisdiction of such courts.

17. ACKNOWLEDGMENT AND CONSENT

By clicking “I Agree,” installing, or using the App, you acknowledge that you have read, understood, and agreed to this Agreement, including the integrated Privacy Policy. If you do not agree, you must immediately cease using the App and uninstall it from all devices.

Thank you for choosing Interactive Bedtime! We are committed to providing safe, fun, and imaginative bedtime stories for children worldwide.
