

Terms and Conditions

Welcome to www.PippaPark.com

Acceptance of Terms

The www.pippapark.com website (the "Site") is comprised of various web pages operated by Fabled Films LLC ("Fabled Films LLC"). www.pippapark.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.pippapark.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Privacy

Your use of www.pippapark.com is subject to Fabled Films LLC's Privacy Policy. Please review our Privacy Policy which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.pippapark.com or sending emails to Fabled Films LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

You acknowledge that Fabled Films LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Fabled Films LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Links to third party sites/Third party services

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Fabled Films LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Fabled Films LLC or our licensors except as expressly authorized by these Terms.

Use of communication services

The Site may contain bulletin board services, chat areas, news groups, 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 or 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.

Fabled Films LLC has no obligation to monitor the Communication Services. However, Fabled Films LLC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Fabled Films LLC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

You also hereby authorize Fabled Films LLC and its subsidiaries to use your Submissions in whole or in part, on a royalty-free basis, throughout the universe and in perpetuity in any and all media, now known or hereafter devised, alone or together. Fabled Films LLC will have the right to use and change the Submissions in any manner that Fabled Films LLC may determine.

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You will be able to connect your Fabled Films LLC account to third party accounts. By connecting your Fabled Films LLC account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Fabled Films LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Fabled Films LLC Content accessed through www.nocturnalsworld.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Fabled Films LLC, (including without limitation the Company's successors, assigns, subsidiaries, affiliates, and contractors and their respective officers, directors, employees, agents and third parties and other representatives), from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Fabled Films LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to

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Liability disclaimer

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Termination/access restriction

Fabled Films LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, for any reason, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fabled Films LLC as a result of this agreement or use of the Site. Fabled Films LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Fabled Films LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Fabled Films LLC 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 Fabled Films LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Fabled Films LLC with respect to the Site. 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 written in English.

Changes to Terms

Fabled Films LLC reserves the right, in its sole discretion, to change the Terms under which www.NocturnalsWorld.com is offered. The most current version of the Terms will supersede all previous versions.

Fabled Films LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Fabled Films LLC welcomes your questions or comments regarding the Terms:

Fabled Films LLC

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New York, New York 10003

Email Address:

info@fabledfilms.com

Telephone number:

212-220-5804

Effective as of November 1, 2019

Privacy Policy

Updated November 1, 2019

Welcome to PippaPark.com, the website owned by Fabled Films LLC., a fun and engaging website. On PippaPark.com, with a parent and/or educator permission, children can discover new books, videos, sample chapters from books, sample audio chapters and educational activities. Parents and educators also participate by monitoring the children's reading of sample chapters, listening to sample audio chapters, educational activities and watching of videos, as well as reading the educational activities and sample chapters; watching the videos and listening to audio chapters themselves.

We respect and protect all of our users' privacy and have built a safe website to support and promote reading activities of children, 13 years of age and younger. Because our users are 13 and younger, we take extra precautions to keep everyone on PippaPark.com safe and protected. Our information practices are designed to comply with the United States Federal Trade Commission's (FTC) Children's Online Privacy Protection Act (COPPA). Our Privacy Policy will help you understand the different measures we take to help create a safe and fun digital platform for kids.

To find out more about COPPA, please visit <http://www.coppa.org>. Please read through this [Privacy Policy](#), and take some time to talk with your child about the importance of being safe on the Internet. We believe the Internet is a special tool that can open up a world of great opportunities for kids, but not everyone on the web has good intentions. Remember to stay involved in your kids' and students' activity on NocturnalsWorld.com and any other sites they visit as they explore the World Wide Web.

Registration and Account Information

PippaPark.com does not allow children 13 years of age and younger to have an account and join the site until their parent, legal guardian, or teacher creates one for them. If you are 13 years of age or younger, you may not sign up for PippaPark.com on your own. A parent or legal guardian must provide a valid email and after confirming that information, we allow them to open an account for the child.

We also do not require, nor collect email addresses from the children.

If a child accesses our site and wishes to register, they are able to enter an email address for their parent, so that we can contact and notify the parent of their interest. After the email is sent to the parent, the parent email address is deleted. Parents can elect to register on the site and become a member.

Cookies

We use cookies to help us keep track of your data. Cookies are small files that carry non-personal information that you provide to a website. They are kind of like a cheat-sheet for your computer--on its own, your computer does not remember who you are as you move throughout a website. Cookies store that information and provide it every time the information is needed. Without cookies, you would have to sign in with your username and password every time you went to a different page of our site!

IP Information

When you browse onto a website, your Internet Protocol (IP) address is automatically shared with that site. Other information such as where you arrived to the site from, what type of browser you are using, and your general region could also be shared. Like many websites on the Internet, we keep track of this information to help us better understand how many and how our users are using PippaPark.com. We do not track your activity outside of our Services.

Email Addresses

We do not require, collect or store email addresses for children. However, parents and educators using our platform to register children, need to provide a valid email address. We use the email address to respond to your questions, send emails about maintenance and updates, send notifications relating to your children's on-site activities and for internal marketing research purposes. At the time of registration, parents and educators can additionally opt-in or opt-out of receiving email notification for offers, discounts or promotions from NocturnalsWorld.com

How we keep your information safe

PippaPark.com has taken several measures to keep your information safe. Our data is stored on secure servers and we use all industry standards to protect against hacking.

We use select service providers for some of the operational aspects of the website. These providers are subject to legal restrictions that prohibit their user of the information for any purpose other than to facilitate the specific outsourced related operation, unless you have explicitly given your permission for additional uses.

However, it is important to remember that any information that you put on the Internet could become public. There is no such thing as "fail-safe" on the Internet, and we are not responsible for any 3rd party distribution of the information you provide. Please talk to your child about the importance of being safe while using the Internet.

For more information about how to help children socialize responsibly on the Internet, please visit

<http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec13.shtm>

Disclosing Information

We may disclose Personal Information if we have to comply with legal obligations or to law enforcement requests, to protect and defend our rights and property or the safety of other users, and with your permission.

If we are involved in a change in control, merger, acquisition, reorganization, receivership, bankruptcy, transition of services to another provider, or any similar transaction, your information may be transferred or sold as permitted by law and/or contract. We will use reasonable efforts to notify you before information about you is transferred and if the policies of the acquiring company are different so you can select to continue or discontinue the service.

Third Party Affiliations and Links

PippaPark.com is offered free of charge for use to kids, their educators and parents. We support the operations, development and activities of the platform through mission aligned sponsorships, 3rd party partners and an e-commerce component that provides the option to purchase books from our site, to our adult users. While we may use information collected on the site to enable book related discovery and promotion from our sponsors, we DO NOT SHARE, SELL, RENT or TRADE THE PERSONALLY IDENTIFIABLE INFORMATION OF OUR USERS WITH ANY THIRD PARTIES, without obtaining the users' explicit consent. Our website may also contain links to sponsor products or services that offer book related support material, content, teacher's guides, book widgets, author interviews, book trailers and such. While we take great caution and screen the material, we are not responsible for the practices and privacy policy of other sites. Please read and be familiar with their practices, as we only have control and cover the use of Information we gather on PippaPark.com. You assume sole responsibility for your use of any third party links and sites.

We may use multi-media, audio and high quality videos to introduce and excite our users to explore book titles and authors. We closely curate and select any multi-media content for safety and suitability, whether

they are chosen by our editors or offered by our sponsors. We do not disclose Personal Information to Third Party hosting sites, but you should be aware that any information that you disclose once you access other websites is not subject to this Privacy Policy.

In order to support the operations of the site and to develop and include all the features, we also provide links for adults to purchase books from third party providers, who in return pay us a small affiliate fee. We may also aggregate and share or sell anonymous data, including but not limited to, ratings and reviews. We do not share or sell any personally identifiable information with a third party without explicit permission.

Leaving the community

If you are having trouble using or enjoying NocturnalsWorld.com, or would like to review, update or have your newsletter account deleted, please contact us right away at info@fabledfilms.com. Please consider contacting us with any questions or concerns that might lead to leaving our community.

Other information

We reserve the right to update this policy when we deem necessary. You will be notified of any changes to this Privacy Policy by the publication of a revised policy on this page. It is your responsibility to check back to this page from time to time to ensure that you are up to date on any modifications.

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