



TIME FOR KIDS TERMS OF SERVICE

Effective Date: April 15, 2020

These Terms of Service (“Terms”) are an agreement between you and TIME USA LLC (“TIME”, “us”, “our” or “we”) and set forth the legally binding terms for your use of our websites and applications that include a link to these Terms (or any subdomains thereof), which include Time for Kids magazine, timeforkids.com, timeedge.com, and other related multimedia platforms (the “Sites”) as well as the sales or marketing activities or other services available on our Sites or offline that are owned by TIME and related to the Sites (the “Services”).

These Terms apply to your use of the Sites and Services (however accessed and/or used, whether via personal computers, mobile devices or otherwise) or any other means or applications in which you connect with us and your use of our Sites or Services.

Our Privacy Policy, found [here](#), is incorporated into and subject to these Terms by reference. Please review that Privacy Policy for information about how we collect, use, and share information, including the data rights available to you.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTIONS 15 or 16 BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

QUICK LINKS

We recommend that you read these Terms in full to ensure you are fully informed. However, to make it easier for you to review those parts of these Terms which apply to you, we have divided up the document into the following sections:

1. [Who We Are](#)
2. [Acceptance of Terms](#)
3. [Account and Contact Information](#)
4. [Orders, Payment and Cancellation Rights](#)
5. [Your Use of the Sites and Services](#)
6. [Proprietary Rights](#)
7. [Digital Millennium Copyright Act Notice \(U.S. only\)](#)
8. [Disclaimer of Warranties](#)
9. [Limitation of Liability](#)
10. [Your Legal Liability](#)
11. [California Resident Rights](#)
12. [Geographic Restrictions](#)
13. [Changes to Terms of Service](#)
14. [Third Party Links](#)
15. [Arbitration / Dispute Resolution for U.S. Residents](#)
16. [Resolution of Disputes for Non-U.S. Residents](#)
17. [No Rights of Third Parties](#)
18. [Miscellaneous](#)
19. [Contact Us](#)

1. [WHO WE ARE](#)

TIME USA, LLC is the US based publisher of Time for Kids magazine, timeforkids.com, and timeedge.com. TIME USA, LLC is also the publisher TIME magazine, Time.com and other multimedia platforms and the owner of TIME Studios, producer of film, television, virtual reality and other multimedia productions, these sites and services are subject to separate Terms of Service, which can be found [here](#).

2. [ACCEPTANCE OF TERMS](#)

Agreement to the Terms. Each time that you access or use our Sites or Services you signify that you have read, understand, and agree to be bound by these Terms. If you do not agree to any of these Terms you must discontinue using the Sites and Services.

Electronic Form/Communications. By accessing or using the Sites or Services you consent to having this agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing, including renewal notices and notices about your subscription or account.

3. [ACCOUNT AND CONTACT INFORMATION](#)

Access to the Sites and Services. You do not need to make a purchase in order to access and browse some sections of the Sites or Services, but you may not be able to access all of the features of the Sites or Services unless you make a purchase and create an account. If you are browsing the Sites or Services and have not yet created an account or made a purchase your use of the Site or Services will still be subject to these Terms.

Account. You can purchase a subscription and create an account by submitting the information required ("Time Account"). You must provide accurate, current and complete information during the registration process and keep your Time Account up-to-date at all times. Any falsification of any information whatsoever may, at TIME's option, result in immediate suspension or termination of your right to use the Services.

Security. If you use our Services you are responsible for restricting access to your Time Account and ensuring that your computer and mobile device are free from all types of malicious content, including content that may track any data you enter via the Services. Your login ID email address (or other unique identifier needed to create an account) and password, together with any mobile number or other contact information you provide, form your "Account Information." You understand and agree that you are responsible for maintaining the confidentiality and security of your password and other Account Information, and that you are solely responsible for all activities that occur on or through your Time Account. You further agree to notify TIME immediately of any unauthorized access to your Time Account or unauthorized use of your Account Information or any other security breach by emailing us at privacy@time.com. European residents can email us at euprivacy@time.com.

Contacting You. When you provide us with contact information in connection with a particular activity or when using our Services, such as an email address or telephone number, you agree that this action constitutes a purchase or inquiry establishing a business relationship with us. You expressly consent to our communicating with you using contact information obtained directly from you or which is provided to us with your consent. You attest that you have the legal authority over any contact information provided to us and can provide us and/or third parties with the authorization to contact you. This means you may be contacted in person or by recorded message, by e-mail, telephone and/or mobile telephone number (including use of automated dialing equipment), text (SMS) message, IM messaging, or any other means of communication that your wireless or other telecommunications device may be capable of receiving), in accordance with applicable laws or regulations ("Applicable Laws").

4. [ORDERS, PAYMENT AND CANCELTION RIGHTS](#)

Purchasing our Products or Services. Please refer to the applicable offer for a description of our products and services such as our current subscription plans and pricing. Any terms and conditions of any offer disclosed to you when ordering is deemed part of these Terms. TIME reserves the right to change the fees for its products and Services and will provide notice of any increase prior to your being charged.

Electronic Receipts and Notices. By using our Sites or Services or making a purchase you consent to receive notices, disclosures, agreements, policies, receipts, confirmations, transaction information, account information, other communications, and changes or updates to any such documents electronically ("Electronic Mailings"). We will provide these Electronic Mailing by posting them on your account page and/or emailing them to the email address associated with your account. You agree that the Electronic Mailings satisfy legal communication requirements, including but not limited to requirements that any such communications be in writing. Electronic Mailings will be deemed received by you within 24 hours of issuance.

Print Publications. TIME reserves the right to modify the content, type and availability of any print publications at any time. Frequency of magazine issues is subject to change without notice. Some issues count as double issues, in TIME's discretion. If the post office alerts us that your print magazine is undeliverable, we have no further obligation unless we receive a corrected address within 2 years.

Orders. All orders are for personal use only and orders for resale are prohibited without prior written approval. Products displayed on the Sites are available only while supplies last. We try to display the image of the products available on our Sites, including colors, as accurately as possible but they may vary and the actual colors you see depend upon your device display. If we have cancelled your order after charging your account, we will issue a credit for the amount charged.

No Binding Offer. Nothing on the Sites or Services constitutes a binding offer to sell, distribute or give away any products or services. In the event the products and services are listed at an incorrect price, we have the right to refuse or cancel orders placed at the incorrect price, regardless of whether the order has been confirmed or you have been charged. We reserve the right at any time after receipt of your order to accept or decline such order, or any portion thereof, or to not ship to particular addresses, even after your receipt of an order confirmation or after you have been charged. We also reserve the right at any time to limit the quantities of products and/or services ordered for you or your household. There may be information on the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, colors, pricing, and availability. We make no representation as to whether information on the Sites or Services is current or the completeness or accuracy of any information on the Sites or Services.

Billing Information. When you provide payment information ("Billing Information") to TIME or its authorized processor, you represent that you are an authorized user of the payment card, PIN, key, account or other payment method specified by you ("Payment Method"), and you authorize TIME to charge such Payment Method for the full amount of the transaction. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, debit/credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If TIME does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your account upon demand. In the event we are advised of insufficient funds in your account or credit to cover your payment by your Payment Method, we may re-present such un-cleared or rejected payment, or any lesser amount thereof, to your Payment Method Provider. In the event we have to collect unpaid amounts you owe us, you will be liable for all collection costs, including attorneys' and collection agency fees. TIME reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment and to update your information from available third-party sources. In the event TIME cannot charge the Payment Method you provide we reserve the right to terminate your order and invoice you for any unpaid amounts. You must promptly notify TIME if your Payment Method is canceled (e.g., for loss or theft). If you fail to notify us, you remain responsible for any continued charges to the Payment Method you provided.

Cancelation and Refunds. You can cancel your subscription by calling Customer Service at 1-877-604-8017 and speaking with a customer service representative. You can also send an email with the word "CANCEL" in the subject line providing information about your account number and the subscription you wish to cancel, to tfkcustserv@cdfsfulfillment.com, or you can go [here](#). Any refunds are subject to the terms of the offer you accepted. For print subscriptions where refunds are offered you will receive a refund for unserved issues, or issues that have not already been processed for fulfillment.

How to Cancel Auto-Renewal. You can cancel auto renewal at any time to avoid future charges by going [here](#) or contacting customer service at 1-877-604-8017.

Free or Introductory Promotional Offer. If you enrolled for any of our Services under a special introductory offer (for example, a discounted or free initial trial or free merchandise), you are subject to the terms of the offer you accepted and, unless you cancel within the time frame presented in the offer, the applicable regular fee for the Services you selected will be posted to your Payment Method after the introductory offer or trial period is completed. We reserve the right to limit any introductory or trial offer to one per person/household.

5. [YOUR USE OF THE SITES AND SERVICES](#)

Rules of Conduct. In connection with your use of the Sites and Services, you will not (i) use the Sites and Services other than as permitted in these Terms and only for your personal use; (ii) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Sites, Content (as hereinafter defined), or Services; (iii) upload or input to the Sites or Services any information which contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of the Sites or Services; (iv) reverse engineer, decompile, reverse assemble, decode, modify or attempt to discover any source code or generate its content or any software or other products or processes accessible through the Sites or Services; (v) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Sites or Services, monitor traffic on the Sites or Services, obtain or accumulate personal information about other users, or collect or store personal data about other users; (vi) copy or adapt the object code of any

software, HTML, JavaScript or other code; (vii) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Sites or Services; (viii) use the Sites or Services in any manner that in TIME's sole judgment, adversely affects the performance or function of the Sites or Services or interferes with the ability of other users to access or utilize the Sites or Services or undertake any acts not expressly permitted under the Terms; (ix) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Content; (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Sites or Services, to any third party for any reason; (xi) exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage; (xii) use software or any other means to harvest information from the Sites or Services; (xiii) harass others or disclose personal information about others that could amount to harassment; (xiv) impersonate others or create false accounts or misrepresent your affiliation with any other person or entity; (xv) Send chain letters, junk mail, 'spamming' material or any other form of bulk communication; (xvi) insert your own or a third party's advertising, branding or other promotional content into any of the Sites' content, materials or services (for example, without limitation, in an Embedded Video (as defined herein), RSS feed or a podcast received from us or otherwise through the Sites, or, except as otherwise specifically authorized in these Terms or on the Sites, use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; (xvii) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, sexually explicit, harmful, confidential, libelous, hateful, threatening or otherwise illegal material or information, or anything which might constitute a criminal or civil offence; (xiii) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Sites or Services, including without limitation any information residing on any server or database connected to the Sites or Services or (ix) undertake to use the Sites or Services in violation of any Applicable Law or generally accepted practices or guidelines ("Accepted Practices") or take any action which would cause us to be in violation of any Applicable Law or Acceptable Practices.

Monitoring. TIME reserves the right to monitor all network traffic to the Sites or Services and anyone using the Sites or Services expressly acknowledges that such monitoring may occur. TIME may block unauthorized attempts or intrusions to upload or change information or cause damage to the Sites or Services in any fashion. You acknowledge that TIME has no general obligation to monitor User Content (as hereinafter defined) nor to actively seek facts or circumstances indicating illegal activity, but has the right to review, disable access to, or to edit any User Content in order to: (i) operate, secure and improve the security of the Sites or Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure compliance with these Terms; (iii) comply with Applicable Laws or the order or requirement of a court, law enforcement, or other administration agency or governmental body; (iv) respond to User Content or user conduct that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms.

Posting of User Content. The Services may contain communication services ("Public Forums") designed to enable you to post and communicate content, such as reviews, photos, videos (including Embedded Videos), or other information or content (collectively, "User Content") with other members or visitors to our Sites. You agree that all such User Content you submit, post, upload, embed, display or communicate through the Services will comply with these Terms and with the Rules of Conduct set forth herein. You acknowledge and agree that when you post User Content it is available to the public and that you have no expectation of privacy concerning your User Content. As a result, please exercise caution when posting any personal information in User Content as it may be seen and used by others and do not post anything that is confidential. TIME has no obligation to monitor User Content but reserves the right to review and remove any User Content at any time, without notice, for any reason and in its sole discretion. TIME specifically disclaims any liability with regard to User Content and any actions resulting from your participation in any such Public Forums. TIME may delete or destroy any such User Content at any time. TIME IS NOT RESPONSIBLE FOR ANY USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT OR INFORMATION YOU POST ON OR THROUGH THE SERVICES.

Embedded Videos. Certain pages of the Sites may provide the functionality for you to "embed" videos appearing on the page on other websites or blog pages (together with the Player, as defined herein, the "Embedded Video"). The functionality is provided by giving you the necessary HTML code to include on such page to make that Embedded Video appear. If you include the HTML on a web or blog page, the actual video stream for the Embedded Video will be served from our servers but the Embedded Video may be rendered to the visitor of that page as part of that page. If you elect to embed video on a page, you agree as follows: (i) you will not alter, in any respect, the Embedded Video (including without limitation the content, format, and length and advertising associated therewith) from how it is served from our servers; (ii) you will not facilitate access to the Embedded Video through any video player or other tool other than the video player that is provided by us when the Embedded Video appears (the "Player"); (iii) the Embedded Video may be used for commercial purposes, including on an advertising-supported page, provided that: (a) the Embedded Video shall not be included in, or used as part of, a service that sells access to video content; (b) you shall not insert advertising, sponsorship or promotional messages in, or immediately adjacent to, the Embedded Video or Player; and (c) to the extent you sell any advertising, sponsorship or promotional material to appear on the same page that includes the Embedded Video, the page includes other content not provided by us which is a

sufficient basis for such sales. You may not block, inhibit, build upon or disable any portion of the Player, including without limitation links back to our site. You understand and agree that all measured metrics related to the access and viewing of the Embedded Video shall be credited to the Sites without limitation of any provision of these Terms, we shall have no liability to you for any reason with respect to your use of Embedded Video and you agree to defend, indemnify and hold us and our affiliates and our affiliates' directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your use of the Embedded Video.

Objectionable Content. If you encounter something you find objectionable and in violation of these Terms, you can report it to legal@time.com.

License to User Content. All User Content must comply with these Terms. By submitting, transmitting, or displaying your User Content on or through the Services, you automatically grant (and you represent and warrant that you have the right to grant) to TIME, its licensees, and their respective successors and assigns, officers, directors, employees, licensees, agents, representatives and other users of the Services, a worldwide, sublicenseable, assignable, perpetual, irrevocable, non-exclusive, royalty-free, unlimited right and license to use, reproduce, publish, distribute, publicly display and perform, reformat, adapt, modify and delete your User Content in connection with the Services via any or all media, platforms and formats whether now or later known or developed ("License").

Representation of Ownership. You retain copyright and other intellectual property rights with respect to any User Content to the extent that you have such rights under Applicable Laws. By posting or submitting User Content through the Services you represent and warrant that (i) you own such User Content or otherwise have the right to grant us the License set forth in these Terms; (ii) the User Content is accurate and not confidential and the distribution, submission, transmission, posting and use of your User Content on the Services is not in violation of any Applicable Law or contractual restrictions or other third party rights (including, without limitation, privacy, publicity, and intellectual property rights); and (iii) you are solely responsible for, and TIME will have no liability in connection with, your User Content or any other User Content you access through the Services. Your ownership in your User Content does not confer any rights to the Sites or Services, nor any rights to other User Content or TIME Content stored by or on behalf of TIME.

Feedback/Idea Submissions. TIME does not accept unauthorized idea submissions. Any ideas disclosed to TIME are not confidential and TIME may develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. All comments or materials submitted to us, including testimonials, images, reviews, questions, comments, or suggestions (collectively, "Feedback"), is received and treated by us on a non-confidential and unrestricted basis. If you provide TIME with any Feedback, you hereby grant TIME a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Feedback for any purposes, for all current and future methods and forms of exploitation throughout the world. If any such rights may not be licensed under Applicable Laws (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that TIME is not required to make any use of any Feedback that you provide. You agree that if TIME makes use of your Feedback, TIME is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to TIME to grant TIME and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary, privacy or other personal rights.

Termination. TIME may terminate your access to its Sites or Services immediately or disable any user name, password or other identifier, whether chosen by you or provided by TIME, at any time without notice, if, in TIME's sole opinion, you have violated any provision of these Terms. Termination will not limit any of TIME's rights or remedies at law or in equity.

Third-Party Links. The Sites and Services may contain links to other websites or applications. These websites and applications are not under the control of TIME, and the existence of a link from the Sites or Services does not imply any endorsement of or affiliation with the linked websites or applications. TIME makes no warranties or representations, and disclaims all liability, relating to the accuracy, content, terms of use, privacy policies, products, services, legality, reliability, viewpoint, accuracy, currency, decency, or any other aspect of the linked websites or applications.

Linking to the Sites. Unless otherwise specifically indicated in these Terms or on the Sites, you agree that: (i) if you include a link from any other website to the Sites, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of the Sites; (ii) you are not permitted to link directly to any image hosted on the Sites or Services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another website; and (iii) you agree not to download or use images hosted on this Sites on another website, for any purpose, including, without limitation, posting such images on another website. You agree not to link from any other website to the Sites in any manner such that the Sites, or any page of the Sites, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that

any link to the Sites be discontinued, and to revoke your right to link to the Sites from any other website at any time upon written notice to you.

Data Collection Policy. No party unaffiliated with TIME may collect or use, or direct, authorize or assist other persons or entities to collect or use any data from a user, or a computer or device operated by a user, while accessing our Sites or Services without TIME's prior express written permission.

Modification to Services. TIME has the right to modify its Services (and products and services accessible through its Services), and its Sites at any time in its sole discretion which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that TIME has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality or other aspects of its Sites or Services. Your only right with respect to any dissatisfaction with any modifications made to its Sites or Services, or any policies or practices of TIME in providing its Services is to cancel your account and/or stop using the Sites or Services.

Injunctive Relief. You expressly acknowledge and agree that there may be no adequate remedy at law for a breach of this Section, that such a breach may irreparably harm TIME and TIME is entitled, without limiting any of its other remedies at law or equity, to seek injunctive relief (temporary and permanent) from any court of competent jurisdiction immediately upon request and without the need to post a bond or security, with respect to any such breach or potential breach of these Terms.

6. [PROPRIETARY RIGHTS](#)

Ownership of Content and Marks. The Sites and Services, and all content published on or accessible through the Sites and Services (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles, Shockwave files, etc.), code, data and materials thereon, the look and feel, design and organization of the Web Site, and the compilation of the content, code, data and materials on the Sites ("Content"), is owned by TIME, its subsidiaries, affiliates or its licensors, and is protected by laws governing copyrights, moral rights, sui generis rights, patents, trademarks, trade secrets and/or other proprietary rights. TIME owns a copyright in the selection, coordination, arrangement and enhancement of such Content and a copyright in the Sites. All trademarks, logos, service marks, trade names, and trade dress appearing on the Content and Sites ("Marks"), are proprietary to TIME, its subsidiaries, affiliates, or its licensors. You acknowledge that you do not acquire any ownership rights in any Content or Marks downloaded or accessed from the Sites or Services. You may not frame or utilize framing techniques to enclose any Marks or Content (including images, text, page layout, or form) nor use any Meta tags or any other "hidden text" utilizing TIME, its affiliates', or its licensors' name or Marks without the prior express written consent of TIME. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, the Sites, Services, Marks or Content, in whole or in part, without the prior written consent or TIME.

Notices From Third Party Licensors.

Getty Images still images and visual representations (including, without limitation, from Getty Images wholly-owned Sport, MLB, NHLI, AFP Sport, and Bongarts Sports) may not be republished, retransmitted, reproduced, downloaded or otherwise used, except for downloading for personal, non-commercial use.

Our Limited License to You. You acknowledge and agree that the Sites, Services and Content are provided under license, and not sold, to you and your use. You do not acquire any ownership interest in the Sites, Services or Content under these Terms, or any other rights thereto other than to use the Sites, Services and Content in accordance with the license granted, and subject to all terms, conditions, and restrictions under these Terms. TIME grants you a limited, personal, non-commercial, non-exclusive, revocable, non-assignable, and non-transferable license to access (but not through scraping, spidering, crawling or other technology or software used to access data) and display the Content (excluding any software code) solely for your personal use in connection with accessing and using the Services as reasonably necessary to use them for their intended purpose. You may not insert any code or product to manipulate the Content, Sites or Services in any way that affects any user's experience. TIME, its affiliates, subsidiaries, and licensors reserve all rights not expressly granted in and to its respective Sites, Services, Marks and Content. You may not use the Sites, Services, Marks or Content in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Sites or Services. You may, however, from time to time, download copies of individual pages from the Services for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices intact.

7. [DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE \(U.S. Only\)](#)

Filing a Complaint. If you are a user in the United States, TIME has designated an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (“DMCA”) and avails itself of the protections under the DMCA. We reserve the right to remove any User Content on the Sites which allegedly infringes another person’s copyright. We are under no obligation to scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Sites. If you believe any materials on any Site infringes a copyright, you should provide us with a written request to takedown the allegedly infringing material in the form of a written letter, sent by regular mail only, (“DMCA Takedown Notice”) that at a minimum includes:

- Identification of the URL of the Site and the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number and email address (if available);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Takedown Notice that is not in compliance with the DMCA.

Filing a Counter-Notice. If your material has been removed or blocked by us as a result of our receipt of a DMCA Takedown Notice, you may send us a request asking for the allegedly infringing material to be restored in the form of a written letter, sent by regular mail only (“DMCA Counter-Notice”) that at a minimum includes:

- Identification of the copyrighted work (or works) that was removed by TIME and the URL of the Site(s) with the location at which the works appeared before they were removed. The information must be reasonably sufficient to permit us to identify the copyrighted work;
- Your name, address, telephone number and email address (if available);
- A statement that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located, or the State of New York if your address is outside of the United States;
- A statement that you will accept service of process from the person (or an agent of such person) who provided the DMCA Takedown Notice to us;
- A statement that you have a good faith belief that the allegedly infringing material identified above as the copyrighted work was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- A signature of a person authorized to act on behalf of the owner of the copyrighted work that was taken down.

When we receive the DMCA Counter-Notice, we will send a copy of the DMCA Counter-Notice to the party who originally sent us the DMCA Takedown Notice requested the removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material.

Notwithstanding the foregoing, we reserve the right to ignore a DMCA Counter-Notice that is not in compliance with the DMCA.

Both the DMCA Takedown Notice and the DMCA Counter-Notice must be sent to our designated DMCA designated agent addressed as follows:

Copyright Agent:

DMCA Agent, TIME USA LLC, 1095 Sixth Avenue, New York, NY 10036

Email: dmcanotice@time.com

8. [DISCLAIMER OF WARRANTIES](#)

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE CONTENT AND INFORMATION OFFERED ON OR THROUGH THE SITES OR SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, INCLUDING WHETHER UPDATES WILL AUTOMATICALLY DOWNLOAD WHEN INSTALLED OR THAT DEPENDING ON YOUR DEVICE WHETHER UPDATES WILL BE AVAILABLE TO YOU. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES OR CONTENT CONTAINED THEREIN WITH REGARD TO THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, TIME CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. TIME MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT, INCLUDING BUT NOT LIMITED TO FINANCIAL, HEALTH, OR LIFESTYLE INFORMATION, OPINION, ADVICE OR OTHER CONTENT.

9. [LIMITATION OF LIABILITY](#)

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Sites, Services, Content and User Content, and your posting of any User Content remains with you. Neither TIME nor any other party involved in creating, producing, or delivering the Sites or Services, Content or User Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Sites or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not TIME has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed its essential purpose. In no event will TIME' aggregate liability arising out of or in connection with these Terms and your use of the Sites or Services, exceed the amounts you have paid to TIME in the twelve month period prior to the event giving rise to the liability, or \$50USD if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between TIME and you. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. [YOUR LEGAL LIABILITY](#)

You agree to defend, indemnify and hold harmless TIME and its shareholders, partners, affiliates, directors, officers, subsidiaries, employees, agents, suppliers, and licensors from and against all damages, losses, liabilities, claims, and costs (including, but not limited to, reasonable attorneys' fees and costs including costs to respond to regulatory inquiries, actions or subpoenas) related to all third party claims, charges, and investigations, arising from, relating to, or caused by User Content you post or submit or your failure to comply with these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

11. [CALIFORNIA RESIDENTS RIGHTS](#)

If you are a California resident and in connection with the foregoing releases, you hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

12. [GEOGRAPHIC RESTRICTIONS](#)

TIME will provide the Sites and Services with reasonable care and skill but makes no representations that they are appropriate for use from locations outside the United States or compliant with laws outside the United States. If you access the Sites or Services from outside the United States, you are responsible for compliance with local laws in relation to your use of the Sites or Services.

13. [CHANGES TO TERMS OF SERVICE](#)

TIME will review and may update these Terms periodically and will note the new effective date if any changes are made. If we make material changes to these Terms we may choose to notify you by prominently posting a notice of a new Terms of Service update on the Sites for a period of time in our discretion but we encourage you to review these Terms and make note of the "effective date" frequently. Your continued use of the Sites and Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Sites and Services.

14. [THIRD PARTY LINKS](#)

You may be able to access other websites, mobile applications or resources through links accessed on the Sites or Services. Because TIME has no control over such websites or mobile applications you acknowledge and agree TIME is not responsible for the availability of such external websites, mobile applications or resources accessible from those third parties, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does TIME endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

15. [ARBITRATION / DISPUTE RESOLUTION FOR U.S. RESIDENTS](#)

Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws rules, except that these Arbitration provisions shall be governed by the Federal Arbitration Act.

Resolution of Any Dispute. In the event a dispute arises between you and TIME ("Dispute"), we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting us by writing to TIME USA LLC, TIME USA LLC, 1095 Sixth Avenue, New York, NY 10036, United States. If, however, the Dispute cannot be resolved by the personnel directly involved, the parties shall first attempt in good faith to resolve the Dispute promptly by negotiation between duly appointed executive officers or other representatives of such parties, with full authority to negotiate and settle the Dispute. If a Dispute has not been resolved by negotiations within 90 days as provided hereinabove, such Dispute shall be submitted to JAMS, or its successor (collectively, "JAMS"), for mediation as provided hereinbelow. Any party involved in the Dispute may commence mediation by providing to JAMS and each other party involved in the Dispute a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. None of the parties may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 30 business days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration or a civil action, if the parties so desire.

Limitation of Legal Remedies. If there is a Dispute that remains unresolved after mediation, INSTEAD OF SUING IN COURT, YOU AND TIME EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO TIME'S INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.

Jury Trial Waiver. YOU AND TIME EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SITES OR SERVICES.

Class Action Waiver. YOU AND TIME EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative, or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("Class Action Waiver").

Arbitration Procedures. A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought ("Notice"). All Notices to TIME must be sent to the following address: TIME USA LLC, 1095 Sixth Avenue, New York, NY 10036, United States.. 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. Upon receipt of such Notice, the receiving party will have a 60-day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such 60-day cure period, you or TIME may commence an arbitration proceeding. Unless otherwise agreed to by you and TIME in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the Dispute. This Section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("FAA"). You and TIME agree that this Section satisfies the writing requirement of the FAA. The arbitration of any claim will be conducted in the State of New York, and for any non-frivolous claim that does not exceed \$5,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this dispute resolution Section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

Exception to Arbitration. Only disputes or actions pertaining to TIME's intellectual property rights, or statutory claims that pursuant to law are not arbitrable, are exempt from arbitration.

Survival. This arbitration provision shall survive termination of these Terms.

Severability. If any provision of this Section is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply.

16. [DISPUTE RESOLUTION NON-U.S. RESIDENTS](#)

In the event of any dispute you and we agree to send a written notice to the other providing a reasonable description of the 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. Your notice to us must be sent to us at timeforeigndispute@time.com or to TIME USA LLC, 1095 Sixth Avenue, New York, NY 10036, United States. For a period of 60 days from the date of receipt of notice from the other party, TIME and you will engage in a dialogue in order to attempt to resolve the dispute, though nothing will require either you or TIME to resolve the dispute on terms either you or TIME, in each of our sole discretion, are unsatisfactory. Nothing in this section will prevent a party from pursuing their claims in court or another complaint process.

If your country of residence or establishment is outside the U.S., these Terms will be governed by and interpreted in accordance with English law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. This choice of law does not impact your rights as a consumer according to the consumer protection laws of your country of residence. If you are a consumer, you may be able to bring judicial proceedings against us arising from or in connection with these Terms in a court within a jurisdiction according to the laws of your country of residence or the English courts. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

If you have any comments, queries or complaints about these Terms or our Services, please contact us at legal@time.com.

17. [NO RIGHTS OF THIRD PARTIES](#)

You agree that, except as otherwise expressly provided in these Terms, there are not third-party beneficiaries to these Terms.

18. [MISCELLANEOUS](#)

These Terms, and policies incorporated herein, are the entire agreement between you and TIME. They supersede any and all prior or contemporaneous agreements between you and TIME relating to your use of the Sites or Services. If these Terms expire or are terminated for any reason, the provisions which by their nature should continue after termination including Proprietary Rights, Disclaimer of Warranties, Limitation of Liability, Your Legal Liability, Arbitration/Dispute Resolution For U.S. Residents, Dispute Resolution Non-U.S. Residents, No Rights of Third Parties, and Miscellaneous shall survive any such expiration or termination. If any provision of these Terms is declared or found by a court of competent jurisdiction or arbitrator to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable, except that if the Class Action Waiver for any Claim cannot be enforced, then the provision to arbitrate will not apply. You may not assign your rights under your TIME Account or this agreement to any third party without TIME' prior written permission. TIME may assign these Terms, in whole or in part, at any time. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of TIME to partially or fully exercise any rights or the waiver of TIME to enforce any breach of these Terms by you, shall not prevent a subsequent exercise of such right by TIME or be deemed a waiver by TIME of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of TIME under these Terms and any other applicable agreement between you and TIME shall be cumulative, and the exercise of any such right or remedy shall not limit TIME' right to exercise any other right or remedy. In the event of any conflict or inconsistency between any of these Terms any other terms or conditions applicable to the Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

19. [CONTACT US](#)

If you have any questions about these Terms, please email us at legal@time.com or write to us at: TIME USA LLC, 1095 Sixth Avenue, New York, NY 10036, United States..

When contacting us, please include your full name, address, phone number, and email address, and indicate the specific nature of your request or inquiry.

For usage and/or reprint permission requests related to covers and articles, you can go [here](#).

For usage and/or permission requests related to video or anything else, please email us at syndication@time.com.

For subscriber inquiries (including address changes and subscription cancellations), or any other Customer Service issues, please contact us at:

TIME for Kids Customer Service

P.O. Box 37508

Boone, IA 50037-0508

1-877-604-8017

You can also log into your account [here](#), or email us at tfkcustserv@cdfsfulfillment.com.