

CUSTOMER REFERRAL PROGRAM TERMS AND CONDITIONS

KIDSTORY Ltd. ("KIDSTORY" or "We") offers brand supporters ("Referrer" or "You") the opportunity to participate in its referral program (the "Program") to refer Primary and Secondary Institutions through their affiliates including but not limited to staff members, PTA members, principals, directors and rectors (the "Institution" or "Referred Institution"). We reserve the right to amend or terminate the Program at any time, for any reason. The Program is administered by KIDSTORY.

Referrers are bound by these Terms and Conditions by participating in the Program. By participating in the Program, Referrers agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you are not authorized to register as a Referrer or to participate in the Program in any other manner. Referrers may not participate in the Program when doing so would be prohibited by any applicable law or regulations.

We reserve the right to modify or amend at any time these Terms and Conditions and/or the methods through which rewards are earned. We reserve the right to disqualify any Referrers from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Terms and Conditions or otherwise fails to comply with any applicable laws (including, without limitation, through any failure to include any disclosures as by KIDSTORY).

Children.

No part of the program is directed to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT USE, ACCESS OR PARTICIPATE IN THE PROGRAM AT ANY TIME OR IN ANY MANNER.

I. How the Program Works

A. Qualified Referrals

1. A "Qualified Referral" means that all the following conditions are met:
2. The Referrer has duly filled and submitted a referral form available on the KIDSTORY website (<https://kidstory.mu/refer>) with his contact information as well as the contact details of the Referred Institution
3. The Referrer has the consent of the Referred Institution to share their contact details with KIDSTORY Ltd.
4. The Referrer has briefed the Referred Institution about KIDStory School Management System services, features and benefits.
5. The Referred Institution subscribes to KIDStory School Management System for a minimum period of two years.
6. The Referred Institution subscribes to KIDStory School Management System during the Program period

In case of multiple referrals to the same Institution by different Referrers, the Referred Institution will choose the Referrer of his choice based on the list of Qualified Referrals provided by KIDSTORY Ltd

B. Earning Rewards

1. The Referrer's affiliated Institution shall receive a one-off 10% discount of their subscription fee for a period of 1 year as from the renewal date of their current subscription. The discount shall be paid by KIDSTORY Ltd as cash back upon payment of the subscription fee. An affiliated Institution, is an Institution where the Referrer is a parent or staff. In case the Referrer is affiliated to more than one Institution, the Referrer will need to choose only one Institution for the Reward.
2. The Referred Institution shall receive a one-off 10% discount on their subscription fee for a period of 1 year. The discount shall be paid by KIDSTORY Ltd as cash back upon payment of the subscription fee.
3. The Referrer will earn a MUR 8,000 voucher on either MariDeal.mu or priceguru.mu.

4. Neither the Referred Institution nor the Referrer's affiliated Institution can cumulate discounts on one year's subscription fee but discount can be applied to subsequent years subscription fees.

C. Transfer and Value of Credit and Rewards

1. Rewards to the Referrer may not be redeemed for cash. Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the referral program or any portion thereof for any reason, any unredeemed Rewards that have not yet been delivered to Referrer are forfeited.

D. Referrer, Referred Institution and Referrer's Affiliated institution obligation

1. By accepting their reward, the Referrer, the Referred Institution and/or the Referrer's Affiliated Institution accepts that KidStory Ltd may make reference to them in their marketing communications including but not limited to name, institution name and pictures.

II. Privacy.

A. Referrers may participate in the Program made available by KIDSTORY in order to refer primary and secondary Institutions to KIDSTORY as potential new KIDSTORY subscribers. To do this, Referrers must necessarily submit personal information about themselves and the Referred Institutions, such as name and e-mail address information, so that KIDSTORY can send communications with the Institution on the Referrers' behalf. The personal information will be collected, processed and used in accordance with KIDSTORY's Privacy Statement, which can be found at <https://kidstory.mu/privacy-policy>. Referrers understand that, in addition to the initial communications to the Referred Institution, KIDSTORY may also use the personal information to send additional follow-up communications on behalf of the Referrers in order to encourage or remind the Institution to complete a purchase. The personal information may also be used by KIDSTORY to contact Referrers with regards to their participation in the Program and to send to Referrers additional communications from KIDSTORY.

III. Content Ownership and Use.

A. KIDSTORY's online platform and the Program contain content that includes: designs, text, flows, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other content (collectively, "Content"). As between Referrer and KIDSTORY, all Content is the property of KIDSTORY or its licensors and is protected under copyright, trademark, and other laws. The compilation (meaning the collection, arrangement, and assembly) of all Content on KIDSTORY's online platform or the Program is the exclusive property of KIDSTORY and is protected by copyright, trademark, and other laws.

IV. Liability.

A. By participating in the Program, Referrers agree to:

1. Be bound by these Terms and Conditions, the decisions of KIDSTORY and its designees, and the Privacy Policy of KIDSTORY;
2. Defend, indemnify, release and hold harmless KIDSTORY, its parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to Referrers' participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and

B. KIDSTORY shall not be liable for:

1. Any printing, typographical, administrative or technological errors in any websites or materials associated with the referral program; or
2. Claims, demands, and damages in disputes among Referrers or between Referrers and Referred Institutions; or
3. Any other injuries, losses or damages of any kind resulting from acceptance, possession or use of a reward, or from participation in the Program, that were not reasonably foreseeable to KIDSTORY at the relevant time.

C. KIDSTORY disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserves the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other cause beyond KIDSTORY's control corrupt the administration, security or proper operation of the Program.

D. KIDSTORY shall not be liable to any Referrer for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasigovernmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, cyclone, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the released parties' control.

E. KIDSTORY reserves the right to cancel or suspend the Program should KIDSTORY determine, in its sole discretion, that the administration, security or fairness of the Program has been compromised in any way.

F. Disclaimer of Warranties

REFERRERS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK; THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND KIDSTORY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT; (B) KIDSTORY MAKES AND GIVES NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

G. Limitation of Liability and Indemnification

1. REFERRERS EXPRESSLY UNDERSTAND AND AGREE THAT KIDSTORY (INCLUDING ANY VENDORS AND SERVICE PROVIDERS ASSOCIATED WITH OR ASSISTING IN PROVIDING THE PROGRAM) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY

DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KIDSTORY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

2. TO THE FULLEST EXTENT POSSIBLE BY LAW, KIDSTORY'S (INCLUDING ANY VENDORS AND SERVICE PROVIDERS) MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), SHALL NOT EXCEED \$100 USD.
3. REFERRERS SHOULD USE THE PROGRAM AT THEIR OWN RISK.

V. Conduct.

A. If a solution cannot be found to restore the integrity of the Program after the occurrence of Prohibited Conduct (as defined below), KIDSTORY reserves the right to cancel, change, or suspend the Program.

B. Prohibited Conduct, Generally

1. Referrers agree not to use the Program to:
2. Violate applicable law;
3. Infringe the intellectual property rights of KIDSTORY or any third parties;
4. Stalk, harass, or harm another individual;
5. Collect or store personal data about other Referrers;
6. Impersonate any person or otherwise misrepresent Referrer's identity;
7. Interfere with, disrupt or violate the Terms and Conditions or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
8. Interfere with another Referrer's use of the Program;
9. Attempt to gain unauthorized access to the Program, other accounts, computer systems, or networks connected to the Program;
10. Transmit any file that contains viruses, worms, trojan horses, or any other contaminating or destructive features;
11. Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
12. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

C. Bulk Distribution ("Spam")

1. If a Referrer refers KIDStory to an Institution by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.
2. Bulk referrals, distribution to strangers, or any other promotion of a Program in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in KIDSTORY's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's participation in the Program. KIDSTORY has a no-tolerance spam policy.

3. Referrers who do not comply with the law, including antispam laws, are obligated to indemnify KIDSTORY and all of the Released Parties against any liabilities, costs and expenses incurred as a result of such violation.

D. Fraudulent and Suspicious Behaviour

1. KIDSTORY may prohibit a Referrer from participating in the Program or receiving a Reward, in KIDSTORY's sole discretion, if KIDSTORY determines that such Referrer is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Referrers or any representatives of KIDSTORY.
2. Use of any affiliate website, affiliate network properties, automated systems, script, or macro to participate is strictly prohibited and will result in disqualification.
3. Referrers may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Reward.
4. KIDSTORY reserves the right to disqualify any Referrer and/or cancel any Reward(s) if KIDSTORY finds a Referrer to be tampering with the entry process or the operation of the Program or violating these Terms and Conditions in any way.
5. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, KIDSTORY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

VI. General Terms.

A. These terms constitute the entire agreement between Referrers and KIDSTORY concerning Referrers' use of the Program. The failure of KIDSTORY to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, KIDSTORY and Referrers nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and that the other provisions of these terms shall remain in full force and effect. The section titles in these terms are for convenience only and have no legal or contractual effect. A person who is not a party to these terms shall have no right to enforce or receive the benefit of any of these terms.

*MariDeal.mu and priceguru.mu are not sponsors of this promotion. Except as required by law, Gift Cards ("GCs") cannot be transferred for value or redeemed for cash.