

Effective Date: August 20, 2021

Website Terms of Use

Welcome to the websites onwordstories.com and its associated children's educational platform (the "Site"). The Site is operated by Sparkstone Investments LLC ("we", "us" or "Sparkstone"). By accessing or using the Site you (you are referred to hereafter as "you" or "your") signify that you have read, understand and agree to be bound by these Terms of Use.

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and we will indicate at the top of this page the date upon which the most recent version of these terms became effective. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use.

If you do not agree to abide by these or any future Terms of Use or the Privacy Policy, do not use or access (or continue to use or access) the Site or the platform available to registered users made available at the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes. These Terms of Use should be read together with the User Agreement terms that you (and, as appropriate, your organization) must agree to as a precondition for accessing and using Sparkstone's platform featuring information about real estate development projects and the owners, contractors, architects and other project participants and business lead development and management tools for use in networking and learning the data underlying real estate development business flow.

Please read these Terms of Use carefully, as they contain important information regarding your legal obligations, remedies, and rights, including various limitations and exclusions.

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users.

Proprietary Rights in Site

All content on the Site, including designs, computer code, text, graphics, pictures, music, sound, and other works and their selection and arrangement (collectively, the "Site Content") is the property of Sparkstone, its licensors, or other third parties. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Sparkstone's prior written permission. You are granted a limited license to access and use the Site and the Site Content in accordance with these Terms of Use, including any password-restricted areas to which you have properly gained access, solely for your internal. You may not upload or republish Site Content on any Internet, intranet or extranet site or incorporate the information in any other database or compilation. Any use of the Site Content outside this limited license is strictly prohibited. Such license does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights.

The Site, including its associated educational game online platform, may include an interface through which users can post messages and content and respond to the messages and content of others. Sparkstone does not assert any ownership over the information and content posted or uploaded by its members onto the Site or the platform (“User Content”)

Wireless Features

The Site or any mobile application associated with the Site may offer certain features and services that are available to you via your wireless Internet device. These features and services may include the ability to access the Site’s or an application associated with the Site’s) features, and the ability to upload content to the Site or associated applications, receive messages from the Site or any associated app, and download applications to your wireless Internet device (collectively, “Wireless Features”). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Internet Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

You agree that as to the Wireless Features for which you are registered for, we may send communications to your wireless device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Site or via an associated app for Wireless Features, then you agree to notify Sparkstone of any changes to your wireless contact information (including phone number) and update your accounts for the Site to reflect the changes.

Prohibited Conduct

You may not use this Site for any unlawful purpose. You may not use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

You may not use any robot, spider, scraper, automated scripts or other automated means to access the Site or content or services provided on the Site for any purposes. You shall not attempt to make the Site unavailable through denial-of-service attacks or similar means or use the Site in a manner that could damage, disable, or impair the Site.

Sparkstone may disable your access to the Site at any time, for any or no reason, and without notice to you, subject to the terms of the User Agreement (as applicable).

Privacy

You agree that you have read, understood and accept the terms of Sparkstone’s Privacy Policy. This policy governs the collection, use and sharing of personal and non-personal information from you when using the Site, including the portions of the site that require user name/password credentials for access.

Your Linking to the Site

You are granted a limited, non-exclusive right to create a hyperlink to the Site's home page, provided such link does not portray Sparkstone or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and does not create the appearance of affiliation with or sponsorship by Sparkstone. You may not use any logo or other proprietary graphic or trademark of Sparkstone to link to any page of this Site without the express written permission of Sparkstone. This limited right may be revoked at any time.

Links to Other Websites

The Site may contain links to other websites that are not under the control of Sparkstone. The inclusion of any link does not imply endorsement by Sparkstone of such site and Sparkstone is not responsible for the content of such linked sites. If you decide to leave the Site and access a third-party website, you do so at your own risk.

Disclaimer of Warranties

The Site, Site Content and the other content and services made available on the Site are provided on an "as is" and "as available" basis. Sparkstone does not make and disclaims all express and implied warranties and representations, including, but not limited to, any implied warranty of fitness for a particular purpose, with regard to the Site, the Site Content, or any advice or services provided through the Site to the extent permitted by law. Sparkstone does not warrant that access to the Site or Site Content will be uninterrupted or error-free, that defects in the site will be corrected, or that the Site is free from viruses or other harmful components.

You expressly agree that use of the Site, including all content, data or software distributed by, downloaded or accessed from or through the Site, is at your sole risk.

Limitation of Liability

Under no circumstances shall Sparkstone, its partners, contributors, agents, employees, directors, or affiliates be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages (even if it has been advised of the possibility of such damages), including but not limited to such damages for lost data, due to your use of this Site or due to your reliance on any of the content contained or the services provided on or through the Site.

Indemnification

You agree to indemnify and hold harmless Sparkstone, its officers, employees, agents, subsidiaries, affiliates and other partners, from and against any claims, harm, actions or demands, damages, liabilities and settlements including without limitation, reasonable legal and accounting fees, arising out of, resulting from, or alleged to arise out of or result from: (1) your use of this Site; (2) your violation of these Terms of Use or the User Agreement, including, but not limited to, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use; or (3) your use of any information obtained from the Site.

Comments and Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the service provided on the Site (“Comments”), provided by you to Sparkstone are non-confidential and that Sparkstone shall be entitled to the unrestricted use and dissemination of these Comments for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Digital Millennium Copyright Act

Notification: If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act (“DMCA”) (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Platform
- a description of the location on the Site of the allegedly infringing material(s); (iv) your address, telephone number, and email address
- a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law
- a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

Sparkstone’s designated Copyright Agent for notice of claims of infringement is:

Sergio Finkielsztejn
Sparkstone Investments LLC
P.O. Box 590719, Newton, Massachusetts 02459

Email: info@onwordstories.com

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Sparkstone’s customer service through info@onwordstories.com. You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

Counter-Notification: If you believe that any User Content of yours that was removed is not infringing, or that you have the appropriate rights from the copyright owner or third party, or

pursuant to the law, to post and use the material in your User Content, you may send a counter notification containing the following information to the Copyright Agent:

- your physical or electronic signature
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled
- a statement (under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the material
- your name, address, telephone number, and e-mail address, along with a statement that you consent to the jurisdiction of the federal court in Boston, Massachusetts and a statement that you will accept service of process from the person who provided notification of the alleged infringement

If a counter notification is received by the Copyright Agent, Sparkstone may send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or user posting such material. If no such infringement action is filed within such 10 business days, we may, in our sole discretion, reinstate the removed material or cease disabling such material.

In accordance with the DMCA and other applicable law, Sparkstone may, in appropriate circumstances, terminate access, at Sparkstone's sole discretion, of any user that we find to be a repeat infringer of others' copyrights. Sparkstone may also, in its sole discretion, limit or fully terminate access to the Site of any user infringing the intellectual property rights of others, regardless of whether such user is a repeat offender or not.

Governing Law and Venue

These Terms of Use shall be governed by the laws of the Commonwealth of Massachusetts and the applicable federal laws of the United States of America. All disputes arising under, or in any way connected with membership in or use of the Site, shall be litigated exclusively in the state and federal courts residing in Massachusetts, and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts sitting in Massachusetts.

Miscellaneous Terms

LOU ADVENTURES™ and the Lou Logo are trademarks of Sparkstone. You agree not to display or use these trademarks in any manner without Sparkstone's prior, written permission.

Sparkstone may assign this agreement at any time. You may not assign or transfer this agreement.

If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

The failure of Sparkstone to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in any that or any instance.

These Terms of Use, our Privacy Policy, and any additional User Agreement relating to your use of the Site constitute the sole and entire agreement between you and Sparkstone regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

No waiver by Sparkstone of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Sparkstone to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Effective Date

These Terms of Use were last revised on August 20, 2021.

Contact Us

If you have any questions or suggestions regarding these Terms of Use, please contact Sparkstone at:

P.O. Box 590719, Newton, Massachusetts 02459; By e-mail: info@onwordstories.com