



USER AGREEMENT

Welcome to the My Fairy Penpal website (the "Website"). We hope you will enjoy it!

PLEASE REVIEW THIS USER AGREEMENT CAREFULLY.

The following terms govern your use of the Website.

The Website is owned and operated by My Fairy Penpal Ltd ("My Fairy Penpal" or "us" or "we"). This User Agreement (the "User Agreement") is a contract between you and My Fairy Penpal and applies to all users of the Website. In this User Agreement "you" or "your" means any person or entity using the Website, provided that if such person is under 18 years of age or the age of majority in your jurisdiction, whichever is older (the "Age of Majority"), "you" or "your" shall also include such person's parent or legal guardian. Unless otherwise stated, "My Fairy Penpal", "we" or "our" refers to My Fairy Penpal, Ltd. and its successors and assigns.

Users of any age may access the Website, but in compliance with the Children's Online Privacy Protection Act, we will purge any information we receive from people we believe to be children less than 13 years of age from our database and cancel the corresponding accounts unless we have permission from that user's parent or guardian approving the collection of that user's information and such user's registration on the Website where registration is required. If you register on the Website, you represent and certify that you have the legal capacity and authority to do so, and that your registration and use of the Website will not violate any law or regulation.

READ THIS USER AGREEMENT CAREFULLY. IF YOU ARE UNDER 18 YEARS OF AGE, MAKE SURE THAT YOUR PARENT OR LEGAL GUARDIAN READS AND AGREES WITH THIS USER AGREEMENT ON YOUR BEHALF. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT BY CLICKING THE "I ACCEPT" BUTTON BELOW. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS THE WEBSITE AND MUST EXIT THE WEBSITE NOW.

We may amend or supplement this User Agreement at any time and for any reason. Please check this User Agreement each time you access and use the Website so that you will understand the terms applicable to your access and use of the Website. When we make changes to this User Agreement, we will notify you of the changes by posting the revised version on our Website. By continuing to use the Website after we have posted modifications or amendments to the User Agreement, you consent to such amendments and/or modifications. If you do not consent to any such modifications or amendments, you may not continue to access or use the Website.

PRIVACY POLICY



Our Privacy Policy is incorporated into this User Agreement by reference and provides additional terms and conditions related to our use, collection and disclosure of your personal information. If you do not agree to our Privacy Policy, you may not continue to access or use the Website.

Any other posted guidelines or rules applicable to any individual use of the Website will also form part of this User Agreement, and by using the Website you agree to abide by all such other guidelines and rules. You can find a link to our full Privacy Policy on our website.

FEEDBACK

We welcome feedback, comments and suggestions for improvements to our Website and services. You can submit feedback by emailing us at hello@myfairypenpal.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, modify, create derivative works based upon and otherwise exploit the feedback you provide for any purpose.

PAYMENTS

When you purchase a My Fairy Penpal subscription or a product through the Website, we will bill the credit card or other payment method that you have provided (your "Payment Method"). Your Payment Method will be billed in advance of the date your monthly package or product shipment date in order for My Fairy Penpal to process the shipment.

My Fairy Penpal offers monthly subscriptions ("Monthly Subscriptions"), auto-renewing three, six or twelve month subscriptions ("Auto-renewing Subscriptions") and one-off product sales ("Product Sales").

Monthly Subscriptions will continue until the subscription is fulfilled or you elect to cancel your subscription. My Fairy Penpal will bill your Payment Method each month for the following month. You may elect to cancel your Monthly Subscription by emailing Hello@MyfairyPenpal.com. Cancellation must occur by the 22nd of the month if you do not wish to receive the following month's shipment.

Auto-renewing Subscriptions will continue for the initial term and then will automatically renew for successive periods generally equal to the initial term of the subscription. For example, a 3 month subscription will renew at the end of the first 3 months for an additional three month period. You may not cancel an Auto-renewing Subscription prior to the end of the subscriptions' then current initial or renewal term. However you may cancel the auto-renewal feature of the subscription by emailing hello@myfairypenpal.com. To be effective with respect to a renewal, your cancellation of the auto-renewal feature must take place no later than the 12th of the month prior to the first month of the scheduled renewal term. You are responsible for all renewal charges incurred



unless you cancel the auto-renewal feature by the 12th of the month prior to the first month of the scheduled renewal term.

In order to continue your Monthly Subscription, renew your Auto-renewing Subscription or complete a Product Sale, you authorise My Fairy Penpal to charge your Payment Method for the payment due. My Fairy Penpal may charge your Payment Method even though it has expired by extending the expiration date of your Payment Method. This will continue until you notify us that your Payment Method account is no longer valid.

Please note, My Fairy Penpal may vary the price of membership from time to time upon giving one months' written notice to members.

RETURNS

If a refund is required we must be notified by emailing hello@myfairypenpal.com within 14 days of purchase. My Fairy Penpal will refund a membership within 14 days of purchase providing that the pink mailbag is unopened and untampered with and returned within 21 days of purchase . If the pink mail bag is damaged or opened or not in its original condition then a refund will not be given. Assuming that the pink mail bag is in its original condition and you have notified us at hello@myfairypenpal.com of your request for a refund within 14 days of purchase then the original cost of the membership plus the standard cost of a Royal Mail parcel will be refunded.

If a package or product you received was damaged or incomplete, please email hello@myfairypenpal.com. Resolution may include shipment of a replacement package or product, an extension of your subscription or similar corrective actions. To the extent permitted by law, My Fairy Penpal may, in its sole discretion, choose which resolution method to use.

CONTESTS AND PROMOTIONS

From time to time, we may run contests or promotions from the Website. We will provide the rules for any such contests and promotions when they are made available on the Website. In order to participate in the contest or promotion, you may be required to agree to the posted rules and regulations applicable to such contest or promotion.

RESTRICTIONS ON USE

We provide the Website to you and intend the Website to be used in a safe and enjoyable manner. You are responsible for your User Content. Users of the Website must not: (a) use the Website in such a way as to offend or interfere with the use by anyone else of the Website; (b) sell, trade or barter any items through the Website; (c) upload, submit, publish, transmit, display, disseminate or otherwise communicate any materials while connected to or otherwise using the Website that (i) are defamatory, libelous or inaccurate, (ii) are abusive or threatening towards or invade the privacy of any third party, (iii) are offensive, obscene or pornographic; (iv) infringe the intellectual property rights, including copyrights, of any third party; (v) violate any law or



regulation; (vi) advocate illegal activity; (vii) advertise or otherwise solicit funds, goods, or services; or (viii) are treated as confidential under any contract or policy; (d) reveal personal information to other users online; attempt to circumvent the security systems of the Website; (e) attempt to gain access to or use the Website in a fraudulent manner; (f) attempt to gain access to any other user's Accounts; (g) attempt to ascertain any other user's password and/or personal information by any means whatsoever, including without limitation, by use of the Website or any other website, or by e-mail communication; (h) attempt to harvest or otherwise collect information about other users without their consent; (i) attempt to use the Website for any purposes other than the purposes intended by My Fairy Penpal; (j) or upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.

Moreover, you agree that you will not (i) download or copy any Website pages, except as may occur through the normal caching function of your browser and except to print and retain a copy of the pages of the Website for your own personal, non-commercial use; (ii) download or copy Website information for the commercial benefit of you or a third party; (iii) make any resale or commercial use of the Website or the My Fairy Penpal Materials; (iv) publish any collection or compilation of any product listings, descriptions, or prices; (v) create any derivative work of the Website or its contents; (vi) use any data mining tools, robots, or similar data-gathering and extraction devices with respect to the Website and the information contained thereon; (vii) frame or use framing techniques to enclose any trademark, logo, trade name or other content (including images, text, page layout, or form) of My fairy Penpal or its licensors; (viii) use any meta tags or any other "hidden text" utilizing the trademarks, logos, trade names or content of My Fairy Penpal or its licensors; (ix) redistribute, sell, lend, decompile, reverse engineer, disassemble or otherwise render any code related to or used in the Website to a human-readable form. Any unauthorized or prohibited use may subject you to civil liability and criminal prosecution under applicable laws.

OWNERSHIP OF INTELLECTUAL PROPERTY

All letters, designs, characters, drawings, stories, logos and branding is the intellectual property of My Fairy Penpal.

DATA PROTECTION

My Fairy Penpal will comply with the relevant Data Protection laws in storing and processing any personal information You provide to us (for example your name, email address, telephone number, address and mobile number). By entering into this Agreement You agree that My Fairy Penpal can (i) process your personal information for the purposes of this Agreement. For further details please see our Privacy Policy.

Reviewed: May 2018