

CARROT KITCHEN – TERMS OF SERVICE

Welcome to Carrot Kitchen! With the help of the Carrot Kitchen app your children can develop their cooking skills on their own and in an entertaining way with the help of Carrot Kitchen recipe videos.

Read these Terms of Service carefully. These Terms of Service govern the use of the Carrot Kitchen service. If you do not agree to these Terms of Service, you should not use the Service.

Subscriber accepts these Terms of Service as part of the sign-up procedure of or login to the Service. These Terms of Service form an agreement between the Subscriber and Carrot Revolution Oy (business identity code: 2862487-8, Maria 01, Lapinlahdenkatu16, 00180 Helsinki, Finland).

The Terms of Service are concluded between Carrot Revolution and the Subscriber only, and not with Apple Inc. or Google, and we, not Apple Inc. or Google, are solely responsible for the Service and the content thereof as set out in our Terms of Service. You agree that Apple, Google and their subsidiaries, are third party beneficiaries of these Terms of Service.

1 DEFINITIONS

- Carrot Revolution or We** means Carrot Revolution Oy (business identity code: 2862487-8).
means the web-based user interface available to the Subscriber, which is a part of the Service and through which the Subscriber can, among other things, manage the user rights relating to the Subscriber’s user account and the content available to Users through the mobile app.
- Management Tool** has the meaning given to it in all mandatory laws and regulations applicable to processing of personal data from time to time, including the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and all related national laws, regulations and other statutes implementing the GDPR.
- Personal Data**
- Free Version** means any free trial version of the Service provided by Carrot Revolution to Subscriber and User from time to time.
- Intellectual Property Rights** means copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.
- User** means the person to whom the Subscriber has granted access to the Service i.e. the Subscriber’s child or dependent or another adult using the Service. The User must live in the same household with the Subscriber.
- User Content** has the meaning as set out in Section 7 of these Terms of Service.
- Terms of Service or Agreement** means these Terms of Service.
- Party** means Carrot Revolution or you, jointly the “**Parties**”.
- Service** means the Carrot Kitchen service which consists of i) Management Tool and ii) mobile app for the use of Users which is downloadable from App Store and Google Play and which includes, among other things, video recipes for Users.
- Service Fee** means the monthly fee for the Service stated on our website and which you accept when subscribing to the Service.
- Subscriber or you** means the person who has a valid user account in the Service.

2 RIGHT TO USE THE SERVICE

- 2.1 Except as specifically provided under this Agreement, Carrot Revolution grants Subscriber and Users limited, non-exclusive, non-transferable and non-sublicensable right to use the Service in the form offered to Subscriber and Users by us from time to time for the purposes and terms set forth in this Agreement.
- 2.2 When you subscribe to the Service, you and Users have access to the Service and its content during the validity of the subscription. The number of allowed Users depends on the subscription tier chosen in connection with the subscription. Please note that upon expiration of the selected subscription period, you will still have access to your user account and the User will still have access to their profile page but not to recipe videos or other content in the Service requiring a valid subscription.
- 2.3 During the validity of the subscription, Subscriber has access to the Management Tool and each User has access to the content categories of the Service to which Subscriber has granted the User access in the Management Tool. Subscriber is responsible for the content categories the Users have access to. In the Management Tool, Subscriber may deny the User's access to recipe videos that require the use of stove or oven in which case the User will not have access to such recipe videos. For clarity, Carrot Revolution is not responsible for the content categories Users have access to.
- 2.4 Carrot Revolution is not responsible for obtaining the equipment or connections necessary for the use of the Service or for any costs relating thereto.

3 USER ACCOUNTS

- 3.1 When creating a user account and subscribing to the Service, Subscriber must submit accurate and current details as requested in the Service. Please remember to update your and User's details in case of any changes.
- 3.2 Your account and password are personal. Do not disclose your password to third parties and do not let third parties use your user account (except for Users). You are responsible for all use of the Service under your account.
- 3.3 We have the right to delete your user account any time in case we deem that you or any of the Users has breached this Agreement, added misleading, inaccurate, inappropriate, unauthorized or illegal content to the Service or caused harm to us or the other users of the Service.

4 SUBSCRIBER DATA

- 4.1 In connection with the use of the Service, you must give us the requested information such as your e-mail address, password, necessary payment information and username of each User ("**Subscriber Data**").
- 4.2 Subscriber shall ensure the legality, reliability and quality of the Subscriber Data and that the child's username is not the child's full name and does not otherwise contain Personal Data.

5 SUBSCRIPTION AND PAYMENT

- 5.1 The functionalities of the Service become available to you through subscription to the Service and after the acceptance of the Terms of Service. The Free Version becomes available to you through registration to the Service and after the acceptance of the Terms of Service in connection with the registration.

- 5.2 In connection with the subscription of the Service, Subscriber grants his/her explicit consent to commence the provision of the Service immediately after the subscription of the Service before the end of the withdrawal period set out in the Consumer Protection Act. The Subscriber accepts and understands that at the same time, he/she loses his/her right to withdraw the Service.
- 5.3 The Service Fee shall be paid with a valid credit card by submitting the relevant credit card information, as required in connection with the subscription of the Service. If a payment cannot be charged successfully, due to e.g. expiration of the registered credit card or insufficient funds, and Subscriber does not provide Carrot Revolution with valid credit card information, we have the right to postpone the subscription until the Subscriber has provided valid credit card information.
- 5.4 The Service Fee shall be charged from the Subscriber's credit card on the first day of every subscription period until the subscription is terminated as defined hereunder. In some cases, the payment day may change, for example if it has not been possible to charge the Service Fee due to insufficient funds.
- 5.5 Interest on overdue payments shall accrue according to the Finnish Interest Act. You shall be responsible for the reasonable costs incurred by Carrot Revolution when collecting overdue fees.
- 5.6 Carrot Revolution is entitled to adjust the Service Fees by providing you with a prior notice. New Subscription Fee becomes effective on the first day of the next subscription period. In case you disagree with such Service Fee adjustments you are entitled to terminate your subscription anytime before the start of the new subscription period in accordance with Section 14.
- 5.7 For clarity, if you terminate your subscription for any reason other than changes to the Service that substantially reduce the features of the Service (Section 9.1) or changes to these Terms of Service that materially undermine your position (Section 15.3.2), you shall not be entitled to a refund of any prepaid Service Fees.
- 5.8 If case of early termination of this Agreement by Carrot Revolution, the Service Fee you have already paid for the period during which you and the Users are not entitled to use the content of the Service due to termination of the Agreement will be refunded at your request, unless the Subscriber or the User has materially violated this Agreement for example by adding inappropriate User Content to the Service or otherwise using the Service in violation of this Agreement or failing to pay the Service Fees (and has not paid them within 30 days of our notice). A request for refund must be submitted to us without undue delay.

6 FREE VERSION

- 6.1 Certain features of the Service may be provided free of charge as a part of the Free Version of the Service. Subscriber agrees and acknowledges that all features of the Service will not be available in the Free Version. For clarity, Carrot Revolution can freely decide which features of the Service are available in the Free Version.
- 6.2 We reserve the right, at our sole discretion, to determine your eligibility for a Free Version and to withdraw or modify a Free Version at any time without prior notice and with no liability.
- 6.3 The Free Version is always provided on an "as is" basis and Carrot Revolution shall have no liability for any direct or indirect damages resulting to Subscriber from the use of the Free Version.

6.4 For clarity, these Terms of Service apply, where applicable, to the use of Free Version.

7 USER CONTENT

7.1 In connection with the use of the Service the Users may submit certain content, such as photos of the meals prepared with the help of the recipe videos, to the Service ("**User Content**")

7.2 The Intellectual Property Rights relating to the User Content shall belong to the Subscriber and/or the User. Subscriber grants Carrot Revolution a perpetual and unrestricted right to use photos in connection with provision of the Service. Other users of the Service or third parties do not, however, have access to User Content without Subscriber's separate permission.

7.3 Please note that you are responsible for the User Content Users have added to the Service as well as for the Users having necessary rights to add such content to the Service in accordance with this Agreement.

7.4 Subscriber is expressly responsible for ensuring that the User Content does not include any Personal Data such as photos of the Users themselves or Users' names.

7.5 You shall ensure that the User Content does not infringe any third-party Intellectual Property Rights or violate any applicable laws or regulation. You are responsible that the User Content added to the Service is not illegal, offensive, threatening or otherwise inappropriate.

7.6 We have the right to delete the User Content we deem to be in breach of this Agreement.

8 RESTRICTIONS OF USE OF THE SERVICE

8.1 Subscriber and Users can use the Service solely and exclusively in accordance with the terms of this Agreement and for the purposes set forth in this Agreement. Subscriber and User must comply with possible third-party terms when using the Service.

8.2 Unless otherwise permitted in this Agreement, Subscriber or Users may not:

- (i) make changes to the Service;
- (ii) circumvent or attempt to circumvent any usage control or anti-copy features of the Service;
- (iii) probe, scan or test the vulnerability of the Service;
- (iv) use the Service or the content available through the Service in any manner that could damage, disable, overburden or impair the Service;
- (v) use any data mining, robots, scraping, or similar data gathering or extraction methods;
- (vi) use bots or other automated methods to use the Service;
- (vii) use, copy, sell, resell, rent, transfer, license or otherwise provide anybody with the Service to third parties;
- (viii) interfere with other users' use of the Service;

- (ix) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of the Service or any related technology, or any part thereof;
- (x) use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- (xi) create an account in the Service using a fake identity or an identity of another person;
- (xii) access the Service except through the interfaces expressly provided by Carrot Revolution such as Carrot Kitchen mobile app and websites maintained by Carrot Revolution;
- (xiii) use the Service in violation of applicable law;
- (xiv) use the Service in ways that violate intellectual property rights, trade secrets or privacy of Carrot Revolution or third parties;
- (xv) use the Service for unauthorized, inappropriate or unethical purposes or activities; or
- (xvi) use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

9 MODIFICATIONS TO THE SERVICE

- 9.1 Please note that Carrot Revolution defines the rules applicable to the use of the Service and Free Version at any given time. We are continuously developing the Service and we may change or remove different parts of the Service, including its functionalities and features, in part or in whole. We may make modifications or changes to the Service at any time at our sole discretion and without notifying you thereof, provided that such changes do not materially reduce the features of the Service. If we introduce changes that materially reduce the features of the Service, we will notify you thereof 30 days in advance and you are entitled to terminate the subscription to the Service on the effective day of the changes. In this case, the Service Fee you have already paid for the period during which you and the Users are not entitled to use the content of the Service due to the termination of the subscription will be refunded at your request. This request shall be submitted to us without delay.

10 THIRD-PARTY SERVICES

- 10.1 Certain functionalities of the Service may be provided by third parties.
- 10.2 This Agreement covers exclusively the Service and the use thereof. Any and all third-party services and content linked are provided by the relevant third parties and covered by their terms of service or other agreement or licenses. Carrot Revolution does not assume any liability in regard to the use of such third-party services and their content, regardless of whether they are referenced to in or available through the Service.

11 PERSONAL DATA

- 11.1 Carrot Revolution collects and processes data, including Personal Data, in relation to your use of the Service, such as contact details and login and payment details. We

process such Personal Data in accordance with our [Privacy Policy](#) in force from time to time.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All right, title and interest in and to all Intellectual Property Rights in or related to the Service, any data generated by the Service or your use of the Service and all related documentation and analytics (including modifications to any of the foregoing, if any) shall remain exclusively vested with and be the sole and exclusive property of Carrot Revolution and/or our subcontractors or licensors, as the case may be.
- 12.2 Except as expressly stated herein, this Agreement does not grant Subscriber or Users any Intellectual Property Rights in the Service and all rights not expressly granted to Subscriber or Users in this Agreement are reserved by us and our subcontractors or licensors, as the case may be.
- 12.3 If a third party makes a claim that the Service or Subscriber's/User's use of the Service infringes any third-party Intellectual Property Rights, Carrot Revolution, not Apple or Google, shall be solely responsible for the investigation, defense, settlement and discharge of this claim for infringement of Intellectual Property Rights.

13 AVAILABILITY OF THE SERVICE, WARRANTIES AND LIMITATION OF LIABILITY

- 13.1 Carrot Revolution tries to keep the Service up and running but please note that the Service may at any time be temporarily interrupted or permanently discontinued. We offer the Service to Subscriber and Users as it is available from time to time and we do not guarantee its suitability to Subscriber's or Users' purposes.
- 13.2 Carrot Revolution is not responsible for direct or indirect damages caused to Subscriber by the use of the Service. For clarity, Carrot Revolution is not for example responsible for any possible personal injury or property damage which may occur to Subscriber or Users due to the use of the recipe videos included in the Service.
- 13.3 Subscriber acknowledges that interruptions to the availability of the Service may also occur due to no fault of us, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.
- 13.4 To the extent any warranty exists under law that cannot be disclaimed, Carrot Revolution, not Apple or Google, shall be solely responsible for such warranty.
- 13.5 We, not Apple or Google, are responsible for addressing any claims of the Subscriber, User or any third party relating to the Service or the Subscriber's or User's use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. These Terms of Service do not limit our liability to the Subscriber or User beyond what is permitted by applicable law.
- 13.6 Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. To the extent that any maintenance or support is required by applicable law, Carrot Revolution shall be obligated to furnish any such maintenance or support.
- 13.7 Subscriber understands the use of recipe videos contained in the Service may require, among other things, the use of stove, various electrical appliances or sharp knives. Subscriber has the possibility to limit the content categories of the Service available to each User temporarily or permanently for example so that the permitted content is limited to instructions the adherence to which does not require the use of stove. Subscriber

acknowledges that User can use the Service independently and understands that he/she is responsible for User's use of the Service.

- 13.8 In addition, Subscriber understands that the recipes contained in the recipe videos of the Service might relate to foods to which the User is allergic. Subscriber, not Carrot Revolution, is responsible for Users' dietary restrictions, food allergies and hypersensitivities to be taken into consideration in connection with the use of the Service.

14 TERM AND TERMINATION

- 14.1 This Agreement shall enter into force immediately after you have accepted this Agreement as part of the registration process of the Service.

- 14.2 This Agreement remains in effect until Carrot Revolution terminates this Agreement or until Subscriber's user account is deleted.

- 14.3 The Subscriber's subscription is valid for the selected subscription period for one subscription period at a time, after which the subscription is automatically renewed for a new period of the same length at a time, unless the Subscriber terminates the subscription at any time before the start of the new subscription period. The Subscriber may also change the length of the subscription period before the start of a new subscription period, in which case the subscription will automatically continue for the duration of the new selected subscription period. The Subscriber and the Users have access to the content of the Service until the end of the subscription period during which the Subscriber has terminated the subscription and Carrot Revolution is not obligated to return to the Subscriber the Service Fee paid for the subscription period in question.

- 14.4 Upon your termination of your subscription, you and the Users will lose access to the recipe videos and other content of the Service at the end of the subscription period during which you terminated the subscription. However, the Subscriber and the Users have limited access to the user account and to Users' user profiles until the Subscriber's user account is deleted. The User Content can be stored in the Service for a reasonable time specified by Carrot Revolution from the end of the subscription. You are responsible for storing the User Content that you wish to retain in your own devices after your subscription or this Agreement expires.

- 14.5 Carrot Revolution is not obligated to refund any payment made under this Agreement after the termination of the subscription, subject to restrictions set out in Section 14.6.

- 14.6 Carrot Revolution may terminate this Agreement immediately at any time by notifying the Subscriber thereof in writing. The Subscriber is entitled to request a refund of the Service Fee for the current subscription period in accordance with Section 5.8 (Subscription and payment). In case of termination of the Agreement by Carrot Revolution, Subscriber's and Users' user rights and access to the Service terminate immediately.

- 14.7 All provisions of this Agreement that are indented to survive the termination or expiry of this Agreement shall do so, including without limitation Section 12 (*Intellectual Property Rights*), 13 (*Availability of the Service, Warranties and Limitation of Liability*) and 15.1 (*Governing Law and Dispute Resolution*).

15 MISCELLANEOUS

15.1 Governing Law and Dispute Resolution

- 15.1.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of Finland without regard to its choice of law provisions.

15.1.2 Consumers in the EU: This Agreement is without prejudice to the consumer's statutory rights. Please note that the consumer protection laws of the Subscriber's domicile may result in mandatory regulations not mentioned in this Agreement.

15.1.3 Any dispute arising from or relating to this Agreement shall be subject to amicable negotiations between the Subscriber and Carrot Revolution. If no amicable settlement is reached, the dispute shall be settled by the District Court of Helsinki as the first instance. As a consumer residing in the European Union you may also refer a dispute to online dispute resolution provided by the European Commission (please see <http://ec.europa.eu/odr>). Finnish consumers may initiate proceedings in the court of their domicile or refer a dispute to the Finnish Consumer Disputes Board (please see kuluttajariita.fi and kuluttajaneuvonta.fi).

15.2 Subcontractors

15.2.1 Carrot Revolution shall be entitled to use subcontractors for the provision of the Services. We shall be liable for the subcontractors' work and services in the same manner as for our own work and services.

15.3 Amendments

15.3.1 We are entitled to amend these Terms of Service by publishing the amendment Terms of Service on our website and providing Subscribers with a notice to the email address they have submitted to us. The amended Terms of Service will become effective within 30 days after they have been published.

15.3.2 If the changes to the Terms of Service materially undermine the position of the Subscriber, the Subscriber is entitled to terminate the subscription of the Service on the effective day of the changes. In this case, the part of the Service Fee you have already paid for the period during which you and the Users are not entitled to use the content of the Service due to the termination of the subscription will be refunded at your request. This request shall be submitted to us without undue delay.

15.4 Severability

15.4.1 If any part of this Agreement is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of this Agreement. Instead, this Agreement shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

15.5 Assignment

15.5.1 You cannot transfer or assign this Agreement or the rights and obligations assigned to you by this Agreement to a third-party. We may, however, assign this Agreement and any and all of our rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of our business assets without your prior consent.

15.5.2 In addition, we shall be entitled to transfer our receivables hereunder to a third party.

Any questions, complaints or claims with respect to the Service should be directed to:

*Carrot Revolution Oy
Maria 01
Lapinlahdenkatu16*

00180 Helsinki, Finland

+358 (0)50 339 5450

info@carrotrevolution.fi