

Terms and Conditions

Last Updated: 2024

These Terms and Conditions ("Agreement") are a legally binding agreement between you ("Customer") and Ludo Learning Co., the Company through www.ludolearningco.com (the "Site"). By purchasing any products or services from the Company, you agree to be bound by this Agreement.

1. Final Sale and No Refunds

All purchases of custom-made children's books or any other products offered by the Company are **final**. The Company does not provide refunds or exchanges under any circumstances, including but not limited to dissatisfaction with the product, errors in customer-provided information, or delivery delays.

By completing your purchase, you acknowledge and agree that you have reviewed the order, provided accurate information, and that all sales are final.

2. No Resale of Products

The products purchased from the Company are intended solely for your personal use or the use of the designated recipient and may **not be resold** under any circumstances. Unauthorized resale or distribution of Company products may result in legal action, including but not limited to injunctive relief and damages.

3. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall the Company, its directors, officers, employees, or agents, be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of the products; (ii) any conduct or content of any third party on or in connection with the product; (iii) unauthorized access, use, or alteration of your transmissions or content; or (iv) any other matter relating to the product, whether based on warranty, contract, tort (including negligence), or any other legal theory.

You expressly agree that **no legal claims, lawsuits, or charges** may be filed against the Company or its representatives for any reason, including but not limited to product dissatisfaction, delivery delays, or errors in your order. Your sole remedy is the receipt of the product purchased as described in your order.

4. Disclaimer of Warranties

All products are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the products will meet your requirements, be available uninterrupted or error-free, or that any defects will be corrected.

5. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates, employees, contractors, and agents from any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way related to your violation of this Agreement, your misuse of the products, or your violation of any law or third-party rights.

6. Intellectual Property

All content provided by the Company, including but not limited to text, images, logos, designs, and product descriptions, is the intellectual property of the Company and is protected by U.S. copyright and trademark laws. You may not reproduce, distribute, modify, or create derivative works from any content provided by the Company without our express written consent.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to its conflict of law principles. Any disputes arising from or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Maryland, and you consent to the jurisdiction of such courts.

8. Modification of Terms

The Company reserves the right to modify these Terms and Conditions at any time without prior notice. Any changes to the Terms will be posted on this page, and the date of the latest revision will be indicated at the top of the Terms. Your continued use of the products or services after the posting of changes constitutes your acceptance of such changes.

9. Severability

If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

10. Entire Agreement

This Agreement constitutes the entire agreement between you and the Company with respect to your purchase and use of the products, and supersedes all prior or contemporaneous communications, whether electronic, oral, or written, between you and the Company.