

# Let's Go Innovations, LLC - Terms and Conditions

These Terms and Conditions apply to your use of letsgoinnovations.com ("the Website") and the Color Splash Mobile App ("the App"), each operated by Let's Go Innovations, LLC. Let's Go Innovations, LLC is referred to throughout as ("LGI", "we", "our", or "us"). The Website and the App are collectively referred to throughout as ("the Services").

Please read the following Terms and Conditions agreement carefully. By installing, accessing, or using the Services, the user, hereinafter "you", hereby agree to all of the terms and conditions incorporated herein. It is your responsibility to read the Terms and Conditions.

We may make changes to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the date of these Terms and Conditions and you waive any right to receive specific notice of any changes. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. Your continued use of the Services will be deemed as your acceptance of any revisions.

By using the Services, you also acknowledge that you have read our [Privacy Policy](#). Our collection, use, and disclosure of information from children is described in our Privacy Policy, including our children's privacy and parental consent practices.

Protecting the privacy of children is especially important, and children under the age of 13 are protected by federal law. The App is intended for children 4 years of age and older. The App does not knowingly permit children under the age of 13 to create accounts or make in-app purchases without verifiable parental consent. All users who are minors must have permission from a parent or guardian to use the App. The Services do not knowingly collect or solicit personal information from children under 13 except with a parent's express consent. If you are a minor, your parent or guardian must review and agree to these Terms and Conditions before you use the Services.

## YOUR USE OF THE SERVICES

By using the Services, you represent and warrant that:

- 1) You have the legal capacity and agree to comply with these Terms and Conditions.
- 2) You have given parental or guardian consent to allow a minor to use the App.
- 3) You approve the creation of the account in the App.
- 4) By contacting us through the Website, you agree to receive electronic communications via email.
- 5) By signing into the app with your **Apple ID**, Apple may share:

Your name

Your email (or a private relay email if you choose to hide it)

We use this information only to create and manage your account.

- 6) All information you provide for your account will be true, accurate, current, and complete. If you provide any information that is inappropriate, obscene, untrue, not current or incomplete, we have the right to change, suspend or terminate your account and refuse any future use of the App.
- 7) You are responsible for maintaining the security and confidentiality of any account information.

## PROHIBITED ACTIVITIES

As a user of the Services, you agree not to:

- 1) Create an account without parental consent (for users under 13).
- 2) Use someone else's Apple ID or login credentials.
- 3) Attempt to disable or bypass parental permissions.
- 4) Disable or circumvent any security-related features of the Services.

- 5) Use the Services for any illegal, harmful, threatening, abusive, obscene, hateful purpose or for any purpose that would violate any applicable law or regulation.
- 6) Access the Services through automated or non-human means, whether a bot, script or otherwise.
- 7) Impersonate users or create user accounts under false pretenses.
- 8) Use any information obtained from the Services in order to harass, abuse, or harm another person.
- 9) Use the Services as part of any effort to compete with us or otherwise use the Services and/or any Content for any revenue-generating endeavor or commercial enterprise.
- 10) Decipher, decompile, or reverse engineer any of the software making up a part of the Services.
- 11) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.

## **GUIDELINES FOR RATINGS AND REVIEWS**

Reviews, ratings and associated correspondence of the App will be governed by the third-party service provider's terms of use.

## **INTELLECTUAL PROPERTY RIGHTS**

The Website and the App are our proprietary property and all source code, databases, functionality, audio, video, text, and graphics on the Website or the App (collectively, the "Content") are owned or controlled by us or licensed to us and are protected by intellectual property rights. Except as expressly provided in these Terms and Conditions, no part of the Website or the App may be reproduced, encoded, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the App, you are granted access to use the App solely for your personal, non-commercial use.

## **USE OF THE APP**

Use License. If you access the App via a mobile device, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on mobile devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this App license contained in these Terms and Conditions. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (4) make the App available over a network permitting access or use by multiple devices or users at the same time; (5) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (6) use the App to send automated queries to any website or to send any unsolicited commercial email; or (7) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

Authentication. As part of the functionality of the App, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by providing your Third-Party Account login information through the App, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us, without breaching any terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the App. You will have the ability to disable the connection between your account on the App and your Third-Party Accounts at any time. Please note that your relationship with the third-party service providers associated with your Third-Party Accounts is governed solely by your

agreement(s) with those third-party service providers. You can deactivate the connection between the App and your Third-Party Account by contacting us using the contact information below or through your account settings, if applicable.

In-app Purchases. You may purchase access to additional digital coloring books when you use the App. The price will be provided to you at the time of purchase. The purchase will be charged to the payment method in your Third-Party account at the time of purchase. In-app purchases require a valid Apple ID and payment method. Purchases are processed through the App Store. Prices are clearly displayed before purchase. You agree to pay all applicable charges and fees at the price in effect for your purchase. All purchases are final (unless required by law).

Children under 13 may only make purchases with **verifiable parental consent**. Parents are responsible for approving purchases through their device settings. Parents can disable in-app purchases through Apple's parental controls.

#### Single Books and Bundles

Our app offers two types of paid content:

1. **Individual Coloring Books**
2. **Discounted Bundles** that include multiple coloring books grouped by theme

Each purchase type is separate and priced independently. Individual books and discounted bundles are processed immediately.

#### Single Book Purchases

When you purchase an individual coloring book, you unlock access to that specific book for use in the App, subject to these Terms and Conditions.

#### Bundle Purchases

Bundle purchases unlock access to all books included in that specific bundle at a discounted price, subject to these Terms and Conditions. Bundles are optional and are offered as a value alternative to purchasing books individually.

#### No Retroactive Discounts or Credits

We do not offer retroactive discounts, partial refunds, credits, or price adjustments if you later choose to purchase a bundle that contains books you already own. Amounts paid for individual books will not be credited, refunded, or applied toward the price of the bundle.

Price. In-app purchase prices may change at any time. The price shown at the time you confirm a purchase is the price that applies. If you do not agree with a price change, you may choose not to make the purchase.

#### Restoring Purchases

If you reinstall the app or switch devices, you may restore your previous purchases using the platform's restore-purchases feature (e.g., "Restore Purchases" on iOS). Restored purchases will only include items previously bought using the same account.

#### Refund Policy

All purchases are final and non-refundable by us. Refund requests are handled by Apple according to App Store policies.

#### Security & Unauthorized Purchases

We are not responsible for unauthorized purchases made through a user's Apple ID. Parents should secure their device with passwords or parental controls.

When you make an in-app purchase, we receive only the information needed to process and restore your purchase (such as a transaction ID and the item you bought). We do not receive or store any payment information. We do not use purchase data for advertising or tracking.

### **THIRD-PARTY CONTENT**

The Services may contain information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Content is not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Content available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Content. We are not responsible if Third-Party services, databases or systems are unavailable or offline for any period of time.

### **TERM AND TERMINATION**

You may terminate your use of the Services and these Terms and Conditions by deleting the App from your mobile device and/or ceasing to use the Website at any time.

These Terms and Conditions shall remain in full force and effect while you use the Services. Without limiting any other provisions of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the App, any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms and Conditions. We may terminate your use or participation in the App or delete your account in the App and any content or information that you posted at any time, without warning, in our sole discretion.

We reserve the right, but not the obligation, to monitor the Services for violations of these Terms and Conditions and take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions. Within the App, if we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

### **MODIFICATIONS AND INTERRUPTIONS**

There may be information on the Website or the App that contains typographical errors, inaccuracies, or omissions that may relate to the Website or the App, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website or the App at any time, without prior notice.

We cannot guarantee the Website or the App will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Website or the App, resulting in interruptions, delays, or errors. We reserve the right to change, update, suspend, discontinue, or otherwise modify the Website or the App at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website or the App during any downtime or discontinuance of the Website or the App. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Website or the App or to supply any corrections, updates, or releases in connection therewith.

### **GOVERNING LAW**

These Terms and Conditions and your use of the Services are governed by and construed in accordance with the laws of the State of Oklahoma applicable to agreements made and to be entirely performed within the State/Commonwealth of Oklahoma, without regard to its conflict of law principles.

## **BINDING ARBITRATION**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute will be finally and exclusively resolved by binding arbitration. You understand that without this provision, you would have the right to sue in court and have a jury trial. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Oklahoma County, Oklahoma.

If for any reason a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Oklahoma County, Oklahoma, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **DISCLAIMER**

The Website and the App are provided on an as-is and as-available basis. You agree that your use of the Services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the Website or the App's content or the content of any websites linked to the App, and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (3) any unauthorized access to or use of our secure servers and/or any personal information and/or financial information stored there, (4) any interruption or cessation of transmission to or from the Services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Website or the App. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **LIMITATIONS OF LIABILITY**

In no event will we be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data or other damages arising from your use of the Services even if we have been advised of the possibility of such damages.

## **INDEMNIFICATION**

You agree to indemnify and hold us harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use or misuse of the Services; (2) breach of these Terms and Conditions; (3) your violation of the rights of a third party; or (4) any overt harmful act or violation of any applicable law.

## **USER DATA**

We will maintain certain data that you transmit to the App for the purpose of managing the App. Although we perform regular routine backups of data, you are solely responsible for all data that relates to any activity you have undertaken using the App. You agree that we shall have no liability to you, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

We will also maintain certain data that you transmit to the Website for the purpose of visiting the Website or contacting us. You agree that we shall have no liability to you, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **MISCELLANEOUS**

These Terms and Conditions and any policies or operating rules posted by us on the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of the use of the Website and/or the App.

## **CONTACT US**

For all inquiries, please contact us at: [info@letsgoinnovations.com](mailto:info@letsgoinnovations.com)

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