

Terms and Conditions of Use for LeapFrog Websites

LeapFrog.com, LeapFrogSchool.com, Leapsterworld.com, FLYWorld.com and their respective sub-pages, mini-sites, and redirect URLs (collectively, “this Web site” or “this Site”) are owned and operated by LeapFrog Enterprises, a Delaware Corporation, doing business in California as LeapFrog and related entities (LeapFrog).

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. Your use of this Web site constitutes acceptance of these terms and conditions of use. Your continued use of this Web site is subject to the following terms and conditions. LeapFrog operates several Web sites, and these terms and conditions apply to all such sites unless they contain their own terms and conditions.

User Conduct

As a condition of your use of these services, you expressly agree that you will not use this Web site or other Internet services provided by LeapFrog for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You agree to abide by all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your member name, including the content of your transmissions through the service.

This Web site is intended for entertainment and educational purposes and primarily for the use and enjoyment of parents, families, teachers, and educators. Certain portions of this Web site may appeal to teenagers, children, or teenaged or children-aged students. You agree to use this Web site only for such purposes. Any unauthorized commercial use of this Web site, LeapFrog's servers or Internet infrastructure, or its related services, or the resale of its related services, is expressly prohibited. Without LeapFrog's prior written consent you may not reproduce, distribute, modify, display derivative works based on, repost or otherwise use the content of this Web site. Nothing contained herein shall be construed as conceding any license or right under any copyright or other intellectual property right.

LeapFrog reserves the right to monitor, review, retain, and/or disclose any information necessary to satisfy any applicable law, regulation, legal process or legitimate governmental request.

Disclaimers/Limitation of Liability

Your use of and any browsing in this Web site and related Internet services is at your risk. Neither LeapFrog nor any other party involved in creating, producing, or delivering this Web site is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of, this Web site or related services. The material contained in this Web site may contain inaccuracies and errors. LeapFrog does not guarantee that the functional aspects of this Web site will be uninterrupted or error-free or that this Web site or the server that provides it are free of viruses or other harmful components. Everything on this Web site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some states do not allow the exclusion of implied warranties, so some of these exclusions may not apply to you. Check your local laws for any such exclusions.

LeapFrog also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this Web site (or related services) or your downloading of any materials, data, text, images, video, or audio from this Web site.

Historical and Forward-Looking Statements

All materials, including annual reports to stockholders, press releases, media reports and our filings with the U.S. Securities and Exchange Commission, or the "SEC", reproduced on this Web site speak as of the original date of publication or filing. These materials are presented for your convenience only. The fact that a document is available on this Web site does not mean that the information contained in such document has not been modified or superseded by events or by a subsequent document, statement or filing. Any forward-looking statement reproduced on this site speaks as of the original date the document containing such statement was published or filed and should be read together with certain factors set forth in our Annual Report on Form 10-K and in our Quarterly Reports on Form 10-Q under the heading "Risk Factors That May Affect Our Results and Stock Price", and in other LeapFrog filings with the SEC available on this site or on the SEC's Edgar Database (<http://www.sec.gov>) that could cause actual future events or results to differ materially from anticipated events or results. We have no duty or policy to update any information or statements contained on this site and we expressly disclaim any duty to do so. Therefore, such information or statements should not be relied upon as being current as of the date you access this site. Moreover, any portion of the materials available on this Web site may include technical inaccuracies or typographical errors. Changes may be made from time to time without notice to the materials available on this Web site, and to the products described on this site.

Links

LeapFrog has not reviewed all of the sites that you may link to from this Web site and is not responsible for the content of any off-site pages or any other sites linked to this Web site. Your linking to any other off-site pages or other sites is strictly at your own risk.

Modification of Terms

LeapFrog may at any time revise these Terms and Conditions by updating the same at its Web site(s). You are bound by any such revisions and you should therefore review this page periodically to ensure your understanding of the terms and conditions of your use.

General

This agreement is governed by the laws of the United States of America and the State of California. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all

provisions of these terms and conditions, including without limitation this paragraph. These terms and conditions will be governed by and be construed in accordance with the laws of the United States of America and the State of California without regard to its conflicts of law provisions. If you use this website from other locations you are responsible for compliance with local laws and regulations. LeapFrog products are available in many parts of the world; however, this website may describe products that are not available in your jurisdiction.

This agreement constitutes the entire agreement between user and LeapFrog with respect to this Web site and related services and supersedes all prior or contemporaneous terms or conditions, oral or written, between user and LeapFrog. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any cause of action arising out of or related to this Web site or its service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Termination

If you are dissatisfied with any portion of the service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Web site. Subject to terms and conditions, and upon appropriate notice, a refund of some or all pre-payment for services may be made by LeapFrog.

This agreement is effective until terminated by either party. You may ask us to end your membership at any time by e-mailing webmaster@leapfrog.com. (You will be required to provide your member name and password.) This agreement will terminate immediately without notice from LeapFrog if you fail to comply with any term or provision of this agreement.

Copyright

You should assume that everything you see or read on this Web site, receive through related services, or download from our servers, is protected by copyright unless otherwise stated and may only be used according to these Terms and Conditions. LeapFrog does not warrant or represent that your use of materials displayed on this Web site will not infringe rights of third parties whom are not owned or affiliated with LeapFrog. Images are either LeapFrog's property or used by LeapFrog with another party's permission. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions. Any unauthorized use of such images may violate copyright laws, trademark laws, the laws of privacy and publicity, as well as other communications regulations and statutes.

Trademarks

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on this Web site are registered and unregistered trademarks of LeapFrog Enterprises, Inc., its affiliates and

others. Your misuse of the Trademarks displayed on this Web site, or any other content on this Web site, except as provided herein, is strictly prohibited. Nothing contained on this Web site should be construed as granting any license or right to use any Trademark displayed on this Web site without the written permission of LeapFrog or such third party that may own the Trademark.

Trademark Legend

LEAPFROG, the LeapFrog logo, the LeapFrog Learning Path logo, LEAPPAD, ALPHABET PAL, APRENDE ALGO NUEVO CADA DIA!, BABY TAD, BRIGHTLINGS, CLICKSTART, COUNTING HOUSE ANIMAL PARTY, COUNTING PAL, CUENTA CONMIGO, CRAMMER, DIDJ, the Didj logo, FLYBALL, FLY FUSION, FLY THROUGH, FLYWARE, FRIDGE DJ, FRIDGE FARM, FRIDGE PHONICS, HUG & LEARN, IMAGINATION DESK, IQUEST, LEAP'S PHONICS POND, LEAPFROG SCHOOLHOUSE, LEAPFROG SERIES LIMITED VOCABULARY (and Design), LEAPLINK, LEAPPRINT, LEAPSTAGES, LEAPSTER, LEAPSTER L-MAX, LEAPSTERTV, LEARN & GROOVE, LEARN-ALONG, LEAPSTART, LEARNING FRIEND, LEARNING FRIENDS, LEARNING TOWN, LETTER FACTORY, LITTLE LEAP, LITTLE LEAPS, LITTLETOUCH, LOVABLE LILY, LULU THE LETTER SPINNING SPIDER, MATH CIRCUS, MESITA MAGICA, MIND STATION, MY OWN LEARNING LEAP, NEARTOUCH, ODYSSEY, PHONICS BUS, QUANTUM PAD, QUIDGITS, READ & SING, ROLL & RHYME, SEE THE LEARNING, SPIN AND SING ALPHABET ZOO, STORYBLOCK, TAKE LEARNING TO THE MAX!, TALKING WORDS FACTORY, the Green GO Circle, the Magic Pen Design, TAG, the TAG logo, TURBO TWIST, TWIST EXTREME, TWIST & SHOUT, UNLOCKING LEARNING POTENTIAL, BABY CROKI, WORDLAUNCH, WORD WHAMMER, PLAY ANYWHERE... LEARN EVERYWHERE!, the FLY logo, and all related logos and characters are trademarks or registered trademarks of LeapFrog Enterprises, Inc.

LEAPFROG SCHOOLHOUSE, the LeapFrog SchoolHouse Logo, LEAPPAD, TURBO TWIST, TWIST & SHOUT, IMAGINATION DESK, the LeapFrog Series Limited Logo, LEAPTRACK, LEAPPORT, LEAPDESK, LEAPMAT, READ & SING, LOVABLE LILY, MESITA MAGICA, READ-IT-ALL, IQUEST, MIND STATION, QUANTUM PAD, LANGUAGE FIRST!, and READY, SET, LEAP! are trademarks or registered trademarks of LeapFrog Enterprises, Inc.

Copyright © LeapFrog Enterprises, Inc. All rights reserved.

All other trademarks are properties of their respective owners

Last Updated: June 2, 2008