

PRIVACY POLICY AND TERMS OF SERVICE

Last modified on December 1, 2015

Welcome to The Kindness Connection. Like most websites and service providers, we make our site and services available to you subject to a set of terms that are designed to help us keep our investments directed toward providing you with great service (instead of legal fees).

BY VISITING THEKINDNESSCONNECTION.ORG AND USING THE SERVICES PROVIDED THERE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. THIS IS A LEGAL AGREEMENT, AFFECTING YOUR LEGAL RIGHTS. PLEASE REVIEW THESE TERMS CAREFULLY.

This Privacy Policy and Terms of Service (“Terms”) form a legal agreement between You and The Kindness Connection (“TKC”) regarding the use of the TKC website (the “Site”) and the service to which it relates (the “Service”). We created these Terms to give you confidence as you visit and use the Site and to demonstrate our commitment to fair information practices and the protection of privacy. These Terms are only applicable to the Site and not to any other websites that you may be able to access from the Site, each of which may have data collection, storage and use practices and policies that differ materially from these Terms.

1. Eligibility

The Site and Service may only be used by individuals who are over 18 years of age.

2. Information Collected

(a) **TRAFFIC DATA COLLECTED.** We automatically track and collect the following categories of information when you visit our Site: (1) IP addresses; (2) domain servers; (3) types of computers accessing the Site; and (4) types of web browsers used to access the Site (collectively “Traffic Data”). Traffic Data is anonymous information that does not personally identify you but is helpful for marketing purposes or for improving your experience on the Site. We also use “cookies” to customize content specific to your interests, to ensure that you do not see the same advertisement repeatedly and to store your password so you do not have to re-enter it each time you visit the Site.

(b) **PERSONAL INFORMATION COLLECTED.** In order for you to access certain services and to purchase products that we offer via the Site, we require you to provide us with certain information that personally identifies you (“Personal Information”). Personal Information includes the following categories of information: (1) Contact Data (such as your name, child’s name, mailing address, and e-mail address); (2) Financial Data (such as your account or credit card number); and (3) Demographic Data (such as your zip code). If you communicate with us by e-mail, post messages to any of our chat groups, bulletin boards, or forums, or otherwise complete online forms, surveys, or contest

entries, any information provided in such communication may be collected as Personal Information.

We do not want to receive confidential or proprietary information from you through this Site. Any material, information or other communication (“Communications”) you transmit or post to this Site will be considered non-confidential and non-proprietary. We will have no obligations with respect to the Communications, other than to treat your personally identifiable information in accordance with our privacy practices described herein.

3. Prohibited Uses

You may not use the Site or Service in any manner likely to cause harm to the Site, the Service, TKC or its users. You may not access data or content other than as it is provided to you through a standard web browser interface, and you will not attempt to use data or other content for any purpose other than your individual use of the Site and Service. You may not post content to this site that is slanderous, intentionally misleading, or likely to infringe upon the rights of any third party.

4. Posting Content

When you post content to the Site or Service, you (i) warrant that you may do so without infringing upon the rights of any third party and (ii) grant to TKC a non-exclusive, perpetual license to the content, including without limitation the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat these materials.

5. Copyright Infringement

In compliance with the Digital Millennium Copyright Act (“DMCA”), TKC has established notice and takedown procedures for copyrighted information. If you have a good faith belief that a copyright held by you is being infringed by content at the Site or Service, and you wish TKC to remove that content, you can provide notice by sending all of the following to us at info@thekindnessconnection.org: (a) a physical or electronic signature of the owner of the copyright (or a person authorized to act on the owner’s behalf); (b) a description of the copyrighted work; (c) a description of the infringement, including an identification of where on the Site or Service that the infringing material can be found; (d) information that will allow TKC to contact you; (e) a statement that you have a good faith belief that use of the material in the manner complained of is infringing; and (f) a statement, under penalty of perjury, that the information in the notification is accurate.

6. Disclaimer of Warranty

THE SITE AND SERVICE IS OFFERED “AS IS,” WITH TKC DISCLAIMING ALL OTHER WARRANTIES, INCLUDING SPECIFICALLY THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability and Damages

THE SITE (INCLUDING ANY DOWNLOADABLE TOOLS), AND/OR THE PRODUCTS ARE AT YOUR OWN RISK. IN NO EVENT WILL TKC OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, THE SERVICE, THE SITE OR THE PRODUCTS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE SERVICE, THE SITE, OR THE PRODUCTS EXCEED THE GREATER OF (1) FIFTY DOLLARS (U.S. \$50.00) OR (2) THE AMOUNT YOU HAVE PAID TO TKC IN THE PRIOR 6 MONTHS HEREUNDER.

YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND TKC RELATING TO THE PROVISION OF THE SITE, THE SERVICE AND THE PRODUCTS TO YOU, AND TKC WOULD NOT PROVIDE THE SITE OR SERVICE OR PRODUCTS TO YOU WITHOUT THIS LIMITATION.

8. Mandatory Arbitration of Disputes

DISPUTES BETWEEN YOU AND TKC WILL BE DECIDED THROUGH BINDING ARBITRATION, CONDUCTED ON AN INDIVIDUAL (RATHER THAN A CLASS) BASIS. AS SUCH, YOU WAIVE THE RIGHTS TO HAVE DISPUTES DECIDED ON A CLASS BASIS, TO HAVE THE DISPUTES HEARD IN COURT, AND TO HAVE THE DISPUTE DECIDED BY A JURY.

ARBITRATION WILL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (A NOT-FOR-PROFIT ORGANIZATION THAT PROVIDES ALTERNATIVE DISPUTE RESOLUTION TO INDIVIDUALS AND ORGANIZATIONS). FOR ALL CLAIMS TOTALING LESS THAN \$10,000, TKC WILL REIMBURSE YOU FOR ANY PART OF THE FILING, ADMINISTRATION, AND ARBITRATOR FEES THAT YOU WOULD OTHERWISE BE REQUIRED TO BEAR OVER AND ABOVE THE COSTS OF PURSUING THE SAME CLAIM IN COURT, AND WE WILL NOT SEEK AN AWARD OF ATTORNEYS' FEES OR COSTS, UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS.

9. Choice of Law and Forum

Disputes will be heard in Cook County, IL and decided according to the substantive law applicable within that county and the procedures set by the American Arbitration Association.

10. Indemnification

You will indemnify and hold harmless TKC and its users from any claim arising from your acts or omissions, including your breach of any of these Terms.

11. Third Party Sites

The Site or Service may link to the sites and services of third parties. TKC makes no guarantees regarding these sites and services and assumes no responsibility for your interaction with them.

12. Modification to Terms

We reserve the right, at any time and without notice, to add to, change, update or modify these Terms, simply by posting such change, update or modification on the Site and without any other notice to you. Any such change, update or modification will be effective immediately upon posting on the Site.

13. Modification to Services

We reserve the right to modify the Site and/or Services at any time without notice. If you object to any changes to the Site or Services, your sole recourse will be to cease using the Site and Service, terminate your membership for a pro-rata refund of any amounts you have prepaid for the membership (if any) or not renew the membership (if applicable). Continued use of the Site or Services following posting of any such changes will indicate your acknowledgment of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Site and/or Services at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site or the Services.

14. Severability

If a court or arbitrator of competent jurisdiction finds any term or condition in these Terms to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect

15. Waiver

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

16. Complete Agreement

These Terms are the complete agreement between you and TKC with regard to your use of the Site and Service, and you agree that your use is not based upon reliance on any representation not included in these Terms.