

**ONLINE PRIVACY POLICY  
OF  
CROSSROADS KIDS CLUB**

Effective: \_\_\_\_\_

Crossroads Kids Club, (“CKC,” “we,” “us,” or “our” in this Online Privacy Policy), an Illinois not-for-profit corporation, respects your privacy as a visitor to its website and user of its mobile application and has developed the following privacy policy to inform you about how CKC handles your personal information after receiving it. This Online Privacy Policy (“Policy”) governs CKC’s use of your information on the CKC website and accompanying mobile application (collectively, the “Platforms”) and services (collectively, “Services”) as set forth below.

Please read this Online Privacy Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Platforms. By accessing or using the Platforms, you agree to this Policy. This Policy may change from time to time. Your continued use of the Platforms after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

**1 USE OF THE PLATFORMS BY CHILDREN**

We are committed to complying with the Children’s Online Privacy Protection Act of 1998 (“COPPA”) and the California Consumer Privacy Act of 2018 (“CCPA”), which require us to inform parents and legal guardians about the information we collect and the ways that we use it. We recommend that parents and legal guardians discuss these matters with their children, in particular the release of Personal Information as defined in Section 4 of this Policy. The Platforms are not intended for use by individuals under the age of 13.

By visiting our Platforms or using our Services, or by permitting your child to use our Services, you agree to the terms of this Policy and the accompanying Terms of Use. California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see the California Privacy Rights Notice below for more information.

**2 SERVICES**

Through its Platforms, CKC provides a variety of Services for the purpose of creating a fun, welcoming, and safe environment for children, families, and volunteers to experience God and to grow in their faith.

CKC’s Services may be provided through its website ([crossroadskidsclub.com](http://crossroadskidsclub.com)) and mobile application.

CKC’s Services may include the following:

- a. Providing access to the Crossroads Kids Club curriculum; and
- b. Providing access to club management tools such as attendance management and registration.

**3 TYPES OF INFORMATION COLLECTED**

**3.1 Personal Information Summary**

When you engage in activities to use CKC’s Services, CKC may gather your personally identifiable

information (“Personal Information”).

Your Personal Information may include, but is not limited to: your name, address, phone number, email address, birthdate, electronic signature, personal identification numbers, IP addresses, mobile device identifiers, geo-location, or any other personally-identifying data collected from you by CKC or its authorized agents.

By using CKC’s Platforms, you agree to allow CKC and its agents to gather, store, and share your Personal Information subject to the limits of this Online Privacy Policy.

When we ask you to provide Personal Information, you can decline. Many of CKC’s Services require some Personal Information to provide you with a Service. If you choose not to provide the Personal Information required to provide such a Service, you may not use that Service. Likewise, if we need to collect Personal Information to enter into or otherwise carry out a contract with you, and you choose not to provide the necessary Personal Information, we will not be able to enter into the contract or otherwise continue carrying out Services you may be using. We will notify you if this is the case at that time.

### 3.2 Data Collection Summary

For the purpose of providing the Services and for our legitimate business purposes described below at Section 6, we may collect, use, store, and transfer different kinds of Personal Information about you, which we have grouped together as follows.

#### 3.2.1 Identity Data

Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

#### 3.2.2 Contact Data

Contact Data includes billing address, delivery address, email address and telephone numbers.

#### 3.2.3 Audio-Visual Data

Audio-Visual Data includes digital audio or visual information about you including images, photographs, videos and/or other graphic representations, or your voice data which may be provided during the use or provision of CKC’s Platforms or Services.

#### 3.2.4 Financial Data

Financial Data includes credit card numbers, bank account information, and other similar financially-related Personal Information. CKC utilizes third-party payment agents (“Payment Agents”) to process your payment and provide payment verification to CKC concerning your payment. CKC and its Payment Agents utilize systems whereby we substitute a proxy set of identifying information for your real financial information. Our Payment Agents, which do handle your credit cards and other payment information, are PCI Data Security Standard (“PCI DSS”) compliant. As a result, CKC does not store your credit card numbers or other similar financially-related Personal Information and it isn’t exposed more than necessary. For more information about PCI DSS visit [http://www.pcisecuritystandards.org/about\\_us/](http://www.pcisecuritystandards.org/about_us/).

#### 3.2.5 Transaction Data

Transaction Data includes details about payments to and from you and other details of CKC products and Services you have purchased from us.

### 3.2.6 Technical Data

Technical Data includes internet protocol (IP) address, your CKC login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access the Platforms or use the Services.

### 3.2.7 Usage Data

Usage Data includes information about how you use the CKC Platforms or Services.

### 3.2.8 Aggregated and Analytics Data

We also collect and use Aggregated Data. In an effort to improve the experiences of visitors on the CKC Platforms or use of CKC's Services, CKC gathers this Aggregated Data related to visits to the Platforms or use of the Services by individuals. This information is used solely to measure and improve our Platforms and Services and to better serve our affiliated and member churches as well as users of our Platforms.

## 3.3 Cookies and Browser "Do Not Track" Notice

### 3.3.1 Cookies

CKC may use cookies on your computer. A cookie is a small piece of data sent from a website and stored in a user's web browser while the user is browsing that website. Every time the user loads the website, the browser sends the cookie back to the server to notify the website of the user's previous activity.

### 3.3.2 DNT Signals, Page Tags, and Web Beacons

CKC does not respond to browser Do Not Track ("DNT") signals. CKC websites may utilize page tags or web beacons to track information related to user visits as a part of CKC's data analytics processes and user experience customization as described below.

## 4 SECURITY OF PERSONAL INFORMATION

CKC takes the security of your Personal Information very seriously. When your Personal Information is stored by CKC, we use reasonable and appropriate measures to protect it from loss, misuse, and unauthorized access, disclosure, alteration and destruction. Unfortunately, data transmission over public networks cannot be guaranteed to be one-hundred percent secure. While CKC will use all reasonable means to protect your Personal Information, CKC cannot guarantee the security of your transmissions of such Personal Information, and you use the CKC website at your own risk. If you suspect your Personal Information has been compromised, please notify CKC's DPO using the contact information provided below.

## 5 HOW YOUR INFORMATION IS COLLECTED

We use different methods to collect data from and about you, including through the following methods:

### 5.1 Direct Interactions

You may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, web page, mobile application sign up, email or otherwise. This includes

Personal Information you provide when you:

- a. Apply for our products or services;
- b. Create an account on our Platforms;
- c. Subscribe to our service or publications;
- d. Request marketing to be sent to you;
- e. Make a contribution to CKC;
- f. Purchase goods or services from CKC;
- g. Enter a program, event, promotion or survey;
- h. Register a child for a Kids Club program; or
- i. Give us feedback or contact us.

## 5.2 Automated Technologies or Interactions

As you interact with our Platforms, we will automatically collect Technical Data about your equipment, browsing actions, and patterns. We collect this Personal Information by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.

## 6 HOW YOUR INFORMATION IS USED AND SHARED

### 6.1 General Information and Your Rights

CKC limits its use of your Personal Information to the stated purposes for which such information is collected. In some cases, CKC may be required to disclose your Personal Information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. You have the right to the following regarding your Personal Information transferred to CKC:

- a. To know the types of Personal Information CKC collects;
- b. To know the purposes for which it collects and uses your Personal Information;
- c. To know type or identity of third parties to which CKC discloses your Personal Information, and the purposes for which it does so;
- d. To access and update your Personal Information; and
- e. To know the choices and means CKC offers you for limiting the use and disclosure of your Personal Information.

When we receive formal written complaints, we respond by contacting the person who made the complaint. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.

### 6.2 CKC Services to CKC Account Holders

When you create a CKC account through CKC's Platforms or Services, we may use information collected from technologies such as cookies, web beacons, and page tags, as described herein, to improve your experience of our Platforms. For example, by saving information concerning the pages you visit and products you purchase, we will be able to provide you with information on other CKC goods and services that may be of interest to you. Furthermore, by creating an account with CKC,

there is a possibility of receiving content from third-parties through CKC, as discussed below.

In creating an CKC account, and as a condition of having an CKC account and utilizing the Services, you must expressly consent to CKC's collection and use of your Personal Information and non-personally identifiable information as described in this Online Privacy Policy. Moreover, in using a CKC account and the Services you expressly acknowledge and agree to our collection and use of such information as described in this Online Privacy Policy.

You can opt-out of the use of your Personal Information as described in this Online Privacy Policy by deleting your CKC account. To delete your CKC account, please contact CKC using the contact information provided below.

### 6.3 Information Sharing with Third Parties

#### 6.3.1 Third-Party Websites

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

#### 6.3.2 Third-Party Service Providers

CKC may utilize third-party service providers that process your Personal Information solely on CKC's behalf ("Agents"). When CKC transfers your Personal Information to its Agents, your Personal Information will be used only for limited and specified purposes. CKC will take reasonable and appropriate steps to ensure that its Agents process your personal information in a manner consistent with the organization's obligations under applicable data privacy frameworks.

#### 6.3.3 Financial Service Providers

CKC uses outside third parties for financial services including to bill users for goods and services. All parties with which CKC shares your Personal Information are bound by confidentiality and data transfer agreements consistent with this Online Privacy Policy and applicable data privacy frameworks.

#### 6.3.4 Other Service Providers

CKC may partner with third parties to provide other Services. When you sign up for our Services, you agree that we may share names, or other contact information that is necessary for the third party to provide these services. CKC may auto-populate forms utilized by these third parties with data contained in CKC-managed cookies. These third parties are not allowed to use your Personal Information except for the purpose of providing these services. All parties with which CKC shares your Personal Information are bound by confidentiality and data transfer agreements consistent with this Online Privacy Policy and applicable data privacy frameworks.

### 6.4 Other Possible Disclosures

In addition to the other disclosures stated herein, CKC may share your information in the following ways:

- a. To comply with applicable laws, regulations, legal processes, or government enforced orders;
- b. To enforce applicable terms of service, protect our legal rights, or defend against legal claims;
- c. To defend, prevent, take action, and otherwise address security or technical issues, as well as

- suspected or potential fraud;
- d. To comply with CKC's obligations to address complaints arising under this Online Privacy Policy;
  - e. To guard against harm (whether actual or potential) to the legal rights, property, or safety of CKC, our visitors or the general public as required or permitted by law.

## 7 CKC'S PURPOSES IN USING PERSONAL INFORMATION

CKC may use your information for one or more of the following representative legitimate business purposes: to provide the Services described in Section 2 herein, for the performance of a contract with you, to enable full functionality of the platforms, to provide informational communications to you, manage your contributions, to facilitate our relationship with you, to notify you about changes in our terms, to obtain data analytics to improve our Platforms, and/or to troubleshoot our platforms.

Note that we may process your personal information for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground on which we are relying to process your personal information.

## 8 DATA RETENTION

We will only retain your personal data for as long as reasonably necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

## 9 CKC EMAIL USES

CKC never rents or sells email addresses to outside parties without your consent.

After you create an online account with CKC, you will receive information about CKC services unless you choose to opt out. If you have questions or concerns about CKC's Online Privacy Policy or wish to no longer receive such offers (opt out), please contact CKC using the contact information provided below.

## 10 HOW TO ACCESS OR CHANGE YOUR PERSONAL INFORMATION

To review or make changes to the content of your Personal Information, or to request that we limit the use of your Personal Information, you may make changes and updates by logging into your CKC account or user profile and making such changes. Alternatively, you may request such changes by contacting CKC using the contact information provided below.

In your request, clearly state what information you would like to have changed or updated. CKC will try to comply with your request as soon possible.

The deletion of Personal Information and other changes to the data retained by CKC as described above may result in the deletion or limitation of the Services CKC provides. CKC may retain certain Personal Information to pursue legitimate business interests, fulfill contract obligations, conduct audits, comply with (and demonstrate compliance with) other legal obligations, resolve disputes, and enforce agreements.

## 11 YOUR LEGAL RIGHTS

You have a right to:

#### 11.1 Request Access

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

#### 11.2 Request Correction

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

#### 11.3 Request Erasure

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons about which you will be informed, if applicable, at the time of your request.

#### 11.4 Object to Processing

Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

#### 11.5 Request Restrictions of Processing

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:

- a. If you want us to establish the data's accuracy;
- b. Where our use of the data is unlawful but you do not want us to erase it;
- c. Where you need us to hold the data even if we no longer require it as you need it to establish, exercise, or defend legal claims;
- d. You have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.

#### 11.6 Request Transfer

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

### 11.7 Withdraw Consent

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

## 12 NOTICES OF CHANGES TO ONLINE PRIVACY POLICY

In the event of any change to the CKC Online Privacy Policy, notice of such changes will be posted on the CKC Platforms. Any changes to this Online Privacy Policy will become effective when we post the revised Online Privacy Policy on the CKC Platforms. Your use of the CKC Platforms following these changes means that you accept the revised Online Privacy Policy.

## 13 CONTACT INFORMATION

For any questions, comments, or further information concerning the terms of this Policy or to request changes to your Personal Information, subject to such limitations as provided herein, please contact: Grace Ritzema at [support@crossroadskidsclub.com](mailto:support@crossroadskidsclub.com).



## WEBSITE AND MOBILE APPLICATION TERMS OF USE

Last Modified: 08/11/2022

### 1 ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and Crossroads Kids Club ("CKC," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference, collectively, "**Terms of Use**," govern your access to and use of CKC's website (<https://crossroadskidsclub.com/>) and the Crossroads Kids Club mobile application (collectively, the "**Platforms**"), including any content, functionality, and services offered on or through the Platforms, whether as a guest or a registered user.

**Please read the Terms of Use carefully before you start to use the Platforms. By clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://crossroadskidsclub.com/privacy-policy-2022> (the "Privacy Policy"). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platforms.**

The Platforms are offered and available to users who reside in the United States, Mexico, Guatemala, and Ghana. You represent and warrant that you are of legal age to form a binding contract with CKC, or have obtained parental consent pursuant to applicable state and federal law, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platforms.

### 2 CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Platforms thereafter. Your continued use of the Platforms following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### 3 ACCESSING THE PLATFORMS AND ACCOUNT SECURITY

We reserve the right to withdraw or amend the Platforms and any service or material we provide on the Platforms in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Platforms are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platforms, or the entire Platforms, to users, including registered users.

You agree that all information you provide to register with the Platforms or otherwise, including, but not limited to, through the use of any interactive features on the Platforms, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Platforms or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also

agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

#### 4 INTELLECTUAL PROPERTY RIGHTS

The Platforms and their entire contents, features, and functionality (including, but not limited, to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by CKC. Its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platforms for your personal, non-commercial, and ministry use only. You are licensed to use the Platforms only in ways that further the gospel of Jesus Christ. For the furtherance of the gospel and for your own personal use, you are licensed to modify, create derivative works, publicly display, publicly perform, download, and store the material on our Platforms; however, we retain full ownership of the material, and we may revoke this license at any time and for any reason we deem appropriate. In this case we will notify you in writing, and you agree to delete immediately any stored copies of our materials and any derivative works. You must not distribute, republish, transmit, or sell any of the material on our Platforms.

You must not access or use for any commercial purposes any part of the Platforms or any services or materials available through the Platforms. You must not use the materials in any program where you are collecting fees or payments from participants without our written approval in advance. We are pleased to offer our material freely because we are seeking to advance God's kingdom, and we encourage you to make use of the material for this purpose and in the spirit with which we offer it.

If you wish to make any use of material on the Platforms other than that set out in this section, please address your request to [matt@crossroadskidsclub.com](mailto:matt@crossroadskidsclub.com).

If you violate any of the above provisions regarding our intellectual property in breach of the Terms of Use, your right to use the Platforms will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Platforms or any content on the Platforms is transferred to you, and all rights not expressly granted are reserved by CKC. Any use of the Platforms not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

#### 5 TRADEMARKS

The CKC name, the CKC logo, and all related names, logos, product and service names, designs, and slogans are trademarks of CKC or its affiliates or licensors. You must not use such marks without the prior written permission of CKC. All other names, logos, product and service names, designs, and slogans on the Platforms are the trademarks of their respective owners.

#### 6 PROHIBITED USES

You may use the Platforms only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platforms:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

Additionally, you agree not to:

1. Use the Platforms in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platforms, including their ability to engage in real-time activities through the Platforms;
2. Use any robot, spider, or other automatic device, process, or means to access the Platforms for any purpose, including monitoring or copying any of the material on the Platforms;
3. Use any manual process to monitor or copy any of the material on the Platforms, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
4. Use any device, software, or routine that interferes with the proper working of the Platforms;
5. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platforms, the server on which the Platforms are stored, or any server, computer, or database connected to the Platforms;
7. Attack the Platforms via a denial-of-service attack or a distributed denial-of-service attack;
8. Otherwise attempt to interfere with the proper working of the Platforms.

## 7 CHANGES TO THE PLATFORMS

We may update the content on the Platforms from time to time, but its content is not necessarily complete or up to date. Any of the material on the Platforms may be out of date at any given time, and we are under no obligation to update such material.

## 8 LINKS FROM THE PLATFORMS

If the Platforms contain links to other sites and resources provided by third parties, these links are provided for your convenience only.

## 9 GEOGRAPHIC RESTRICTIONS

The owner of the Platforms is based in the State of Illinois in the United States. We provide the Platforms for use by persons located in the United States, Mexico, Guatemala, and Ghana. We make no claims that the Platforms or any of its content is accessible or appropriate outside of the countries identified in this section. Access to the Platforms may not be legal by certain persons or in certain countries. If you access the Platforms from outside the countries identified in this section, you do so on your own initiative and are responsible for compliance with local laws.

## 10 DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platforms will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Your use of the platforms, their content, and any services or items obtained through the platforms is at your own risk. The platforms, their content, and any services or items obtained through the platforms are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

## 11 LIMITATION ON LIABILITY

To the fullest extent provided by law, in no event will CKC, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Platforms, any websites linked to them, any content on the Platforms or other websites, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

## 12 INDEMNIFICATION

You agree to defend, indemnify, and hold harmless CKC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use or your use of any information obtained from the Platforms.

## 13 GOVERNING LAW AND JURISDICTION

All matters relating to the Platforms and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois in the United States without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Platforms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## 14 WAIVER AND SEVERABILITY

No waiver by CKC of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of CKC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## 15 ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and CKC regarding the Platforms and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platforms.

## 16 YOUR COMMENTS AND CONCERNS

All feedback, comments, requests for technical support, and other communications relating to the Platforms should be directed to [support@crossroadskidsclub.com](mailto:support@crossroadskidsclub.com).