

## **Active Kids & Minds Subscriber Agreement 2024**

This Subscriber & Terms of Use Agreement (“Agreement” or “Terms of Use”) is made by and between Active Kids & Minds, Inc ("AKM"), a Massachusetts nonprofit corporation , and you, the user (“you”, “your” or “User”).

This Agreement contains the complete terms and conditions that govern the use of AKM’s website(s) ("Website" or "Websites" or "Site"). BY CLICKING THE "I AGREE" BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER AKM SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

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**2. ACCESS TO THIS SITE.** To access this Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If AKM believes the information you provide is not correct, current, or complete, AKM has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.

**3. APPLICABLE USE OF SITE.** You may use this Site only for purposes expressly permitted by this Agreement. As a condition of your use of AKM's Websites, you warrant to AKM that you will not use the Websites for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices. All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or rules of behavior, Website can immediately suspend and/or discontinue your ability to use the Site. In addition, the Website has the right to delete any piece of content or material, comment, as well as any topic or profile that the Website finds objectionable, in its reasonable discretion. You alone are totally responsible for any activity that takes place on AKM’s Websites under your Website account. If you become aware of any unauthorized use of your username and/or password, it is your responsibility to notify the Website immediately. It is up to you to maintain the confidentiality of your password and username.

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**9. HYPERLINKING.** This Site may be hyperlinked to and by other websites which are not maintained by, or related to, AKM. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed or otherwise affiliated with this Site or AKM. AKM has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a AKM Website to another web page should be accessed at the User's own risk. AKM makes no representations or warranties about the content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via this Site.

**10. USE OF COMMUNICATION SERVICES.** AKM's Websites may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Among other actions, when using a Communication Service, you agree that you will not post, send,

submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (i) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (iii) is vulgar, obscene, pornographic, incendiary, or indecent;
- (iv) threatens or abuses others;
- (v) is libelous or defamatory towards others;
- (vi) is racist, abusive, harassing, threatening or offensive;
- (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- (xii) solicits funds, advertisers or sponsors for any purpose;
- (xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Site;
- (xv) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any networks connected to this Site; or
- (xvii) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither AKM nor any third party that provides Content to AKM will assume or have any liability for any action made by AKM or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Communication Service, yet the Website and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services.

WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

**11. RIGHT TO TERMINATE ACCESS.** AKM reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. AKM reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

**12. DISCLOSURE UNDER LAW.** AKM reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. AKM may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal processes, respond to claims that the Content violates the rights of third parties, or to protect the rights, property or personal safety of the Website, its Users or the public.

**13. PERSONALLY IDENTIFIABLE INFORMATION.** AKM cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, AKM agrees that it will treat any personally identifying information that you submit through this Site in accordance with the terms outlined in its Privacy Policy as well as in conformance with all applicable laws, rules, and regulations.

**14. DISCLAIMER & LIMITATIONS ON LIABILITY.** You understand that AKM cannot and does not guarantee or warrant that files available for downloading from AKM Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. AKM further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

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IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AKM AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO AKM FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

**15. INDEMNITY.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD AKM, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.

**16. TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Site are the property of AKM or the party that provided the Intellectual Property to AKM. AKM and any party that provides Intellectual Property to AKM retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party.

**17. COPYRIGHT INFRINGEMENT.** If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at [info@activekids.org](mailto:info@activekids.org) to submit notice of your claim.

**18. SECURITY.** Any passwords used for this Site are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, AKM may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, AKM reserves the right to release your

account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. AKM reserves the right to investigate suspected violations of these Terms of Use. AKM reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing AKM to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD AKM HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY AKM DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER AKM OR LAW ENFORCEMENT AUTHORITIES.

19. **DISPUTES.** If there is any dispute about or involving these Terms of Use, the Website and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of Massachusetts, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of Suffolk County, Massachusetts in connection with any dispute between you and AKM arising out of or involving this Agreement, the Website and/or any Communications Services.

20. **MISCELLANEOUS.**

(a) If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

(b) You agree that no joint venture, partnership, employment, or agency relationship exists between you and AKM as a result of this Agreement or use of AKM's Websites.

(c) These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and AKM with respect to AKM's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. AKM may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

(d) The failure of AKM to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by AKM must be in writing and signed by an authorized representative of AKM.

(e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Please report any violations of this Agreement to AKM to [info@activekids.org](mailto:info@activekids.org)

If you have any questions regarding this Agreement, please contact us at [info@activekids.org](mailto:info@activekids.org)