

## ACTIVEKIDS.ORG TERMS OF USE

*Last Updated: July 31, 2024*

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This Agreement is between you and Active Kids & Minds, Inc (“AKM” or “we”, “us”, or “our”) concerning your use of (including any access to) the site currently located at [www.activekids.org](http://www.activekids.org) (together with any materials and services available therein, and successor site(s) thereto, the “Site”). References to “you” and “your” in this Agreement will refer to both the individual using the Site and to any such Organization (as defined below). This Agreement hereby incorporates by this reference any additional terms and conditions posted by AKM through the Site, or otherwise made available to you by AKM. Additionally, your use of the Site, and Subscription (as defined below) is at all times governed by and subject to the Order Form and Subscription Agreement between you and AKM (collectively the “Subscription Agreement”). In the event of a conflict between the terms of this Agreement and the terms of any Subscription Agreement, the Subscription Agreement shall control and supersede.

THESE TERMS APPLY TO YOUR ACCESS AND USE OF THE SITE, ALL OTHER WEBSITES, MOBILE SITES, SERVICES, APPLICATIONS, PLATFORMS AND OTHER TOOLS WHERE THESE TERMS APPEAR OR ARE OTHERWISE REFERENCED, OR FOR WHICH NO SEPARATE TERMS ARE PROVIDED AS WELL AS TO YOUR VISITS TO OR INTERACTION WITH US ON OUR SITE OR ELSEWHERE.

BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND THAT YOU UNCONDITIONALLY AGREE TO BE BOUND BY AND SUBJECT TO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND. BY USING OR ACCESSING THE SITE YOU ARE ENTERING INTO THIS AGREEMENT, AND YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION. THIS AGREEMENT ALSO CONTAIN RELEASES,

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We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to anyone. We also reserve the right to disable any account, username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

**INTELLECTUAL PROPERTY.** The Site, including all of its information and contents such as photographs, images, text, data, wallpapers, icons, characters, artwork, graphics, page layout, form, music, sound, video, messages, software and the code used to generate the pages on the Site (collectively, the "Materials"), is the property of AKM or that of our authorized suppliers or licensors, and is protected by intellectual property and other applicable laws in the United States and/or abroad. our intellectual property is registered in the United States and abroad. Except as otherwise provided on the Site or in these Terms, you may not download, upload, copy, print, display, reproduce, publish, license, post, distribute, or otherwise use any Materials from the Site in whole or in part for any public or commercial purpose without our specific prior written permission. We are the owner and/or authorized user of the AKM brand as well as any other registered or unregistered trademarks, trade names, logos, designs, titles and product names appearing on the Site, and is the copyright owner or licensee of the Materials on the Site, unless otherwise indicated. You may not use any metatags or any other "hidden text" utilizing any of our names or trademarks without our express written consent.

You agree not to infringe any or all of the title, ownership and intellectual property rights of AKM or any third parties. You hereby agree to indemnify and hold us harmless in the event of any claims of breach of intellectual property rights by or through your use of the Site and any content contained therein (or other material as set forth above). All rights not otherwise claimed under these Terms or by us are hereby reserved.

**USER GENERATED CONTENT.** The Site may allow you to upload, submit, store, send, or receive content and data such as photos, video, text, data, and comments ("User Generated Content"). You may also submit User Generated Content in the other ways that you interact with Us such as through social media, by email, by phone, and otherwise. You are solely responsible for your own User-Generated Content and the consequences of posting or publishing it to the Site. We do not endorse any User-Generated Content or any opinion or recommendation expressed therein. We may refuse to accept or transmit User Generated Content for any reason with or without notice. We may remove User Generated Content from the Site for any reason with or without notice.

When you upload, post, submit, send, or receive any User Generated Content to or through the Site, you give us a perpetual, worldwide, non-exclusive, irrevocable, fully-paid, royalty-free,

fully sub-licensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Generated Content, in whole or in part, including future rights that we (including any successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You grant us and sublicensees the right to use the name that you submit in connection with such User-Generated Content, if they choose.

You further promise, warrant and represent that:

- you own all rights to your User Generated Content or, alternatively, that you have the right to give us the rights described above;
- your User Generated Content shall not contain or constitute viruses, political campaigning, commercial solicitation, affiliate links, chain letters, mass mailings or any form of "spam";
- your User Generated Content shall not be illegal, obscene, threatening, defamatory, constitute an invasive of privacy or infringement of any intellectual property rights, or otherwise be objectionable or injurious to third parties;
- your User Generated Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and
- You shall not use a false email address or identity, or impersonate any person, or otherwise mislead us as to the source, origin, author or submitter of any User Generated Content.

We have the right, but not the obligation, to monitor and edit or remove any activity or User Generated Content. We take no responsibility and assumes no liability for any User Generated Content. By posting User Generated Content, you agree to indemnify us for all losses resulting from any claims related to or arising out of the User Generated Content that you supply, as further explained under the section below titled "Indemnity".

You also agree further that we are not responsible and shall have no liability to you for any User Generated Content posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material or content rests entirely with you.

**YOUR ACCOUNT.** You may be required to register with us in order to access certain services or areas of the Site. If you create an account, your username and password are for your personal use only and you are responsible for maintaining the confidentiality of your account information (including your password) and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password. In addition to all other rights available, We reserve the right, in our sole discretion, to terminate your account, refuse service to you, or cancel orders.

**ELECTRONIC COMMUNICATIONS.** When visiting the Site, or when you send us emails, you are communicating with us electronically. By using the Site, you consent to receive communications from us electronically. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

**YOUR USE OF THE SITE.** We grant you a limited, non-exclusive, nontransferable license to access and make use of the Site and the Materials only for your personal use. This license does not include any resale or commercial use of the Site or Materials; any collection and commercial use of the Site or Materials; any derivative use of the Site or Materials; any downloading, copying, or other use of the Site or Materials for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. You may use the Site and Materials only as permitted by law. All rights not expressly granted to you in these Terms are reserved and retained by us and/or our suppliers and licensors. The licenses granted by us to you automatically terminate if you do not comply with these Terms.

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**YOUR LIMITED RIGHTS.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by AKM to use the Site, you may only view and use any portion of the Site to which we provide you access under this Agreement, solely for your personal non-commercial use.

**CHANGES.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

**PRIVACY POLICY & INFORMATION SUBMITTED THROUGH THE SITE.** Your submission of information through the Site is governed by AKM’s Privacy Policy, located at [www.activekids.org/privacy](http://www.activekids.org/privacy) (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.

Please review our Privacy Policy, which also governs your use of the Site, to understand how we collect, use, disclose, and secure personal information, as well as any rights that you may have.

**JURISDICTIONAL ISSUES.** The Site is controlled and operated from the United States and all customer data is stored and processed in the United States. The Site is not intended (i) for visitors or users outside the United States, or (ii) to subject AKM to any non-U.S. jurisdiction or law. The Site may not be appropriate, available, or lawful for use in some non-U.S. jurisdictions. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Site. By providing any information, including personal information, on or to the Site, you consent to such transfer, storage, and processing. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

**RULES OF CONDUCT.** In connection with the Site, you must not:

- Post, transmit or otherwise make available through or in connection with the Site any content that is or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Use the Site for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Use the Site in a manner, or make any Submission to the Site, that infringes upon any intellectual property right of any third party;
- Use the Site in any manner 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 U.S. or other countries).
- Harvest or collect information about users of the Site.
- Impersonate or attempt to impersonate AKM, an employee or agent of AKM, another user or any other person or entity, including, without limitation, by using email addresses, telephone numbers, or screen names associated with any of the foregoing, or otherwise submitting false information.
- Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Restrict or inhibit any other person from using the Site.
- Use any device, software or routine that interferes with the proper working of the Site.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attempt to gain unauthorized access to any personal information that may be contained on the Site, the server on which the Site is stored, or any server, computer, database or information system connected to the Site.
- Collect, store or use personal information about other users of the Site without their consent.
- Attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without AKM's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Site.
- Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without AKM's express prior written consent.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without AKM's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, AKM grants to the operators of public search engines permission to use spiders to copy content from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such content, but not caches or archives of such content. AKM reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

- Advocate, encourage, or assist any third party in doing any of the foregoing.

**YOUR EQUIPMENT & TECHNOLOGY.** You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services you need to use the Site.

**PAYMENT TRANSACTIONS.** Subscriptions to the Site are available to purchase online through the Site (each a “Transaction”). If you submit an Order Form for a Subscription to the Site, you may be asked to supply certain relevant information, such as your credit card or other approved payment method account number, expiration date, security code, or billing address. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION.** By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the Subscription you purchase will be used only in a lawful manner. AKM reserves the right, including without prior notice, to limit the availability of or discontinue making available any product; to impose conditions on the honoring of any coupon, discount or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any product. You agree to pay all charges incurred by you or on your behalf through the Site, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service.

**SUBSCRIPTIONS.** Should we determine to charge for curricula and content, Access to the Site is granted and billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew unless you cancel it pursuant to the terms of your Order Form and Subscription Agreement, or we cancel it. You may cancel your Subscription renewal either through your online account management page or by contacting our customer support team.

A valid payment method, such as credit card account or ACH payment authorization, is required to process the payment for your subscription. You shall provide us with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

**REGISTRATION; USERNAMES AND PASSWORDS.** You may need to register to use all or part of the Site. We may reject, or require that you change, any username, password or other information that you provide to us in registering. Your username and password are for your personal use only and should be kept confidential; you, and not AKM, are responsible for any use or misuse of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your Site account. **In the event of a confidentiality breach or unauthorized use of your username or password, or if you have any security concerns regarding the Site, please email us [info@activekids.org](mailto:info@activekids.org)**

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You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of content regarding each Submission that you may have under any applicable law under any legal theory.

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**DISCLAIMER OF WARRANTIES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SITE, MATERIALS AND ANY PRODUCTS OR THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) AKM DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SITE , MATERIALS, PRODUCTS AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH AKM AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

**INACCURACY DISCLAIMER.** While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and content that violate or conflict with this Agreement. If you become aware of any such

inaccuracy or erroneous content, please contact [info@activekids.org](mailto:info@activekids.org) with a description of the content and its location on the Site.

**OUTAGES.** We periodically schedule system downtime for the Site for maintenance and other purposes. Unplanned system outages also may occur. You agree that We have no responsibility and are not liable for: (a) the unavailability of any part of the Site; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data, information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting the Sites, any Internet service providers or otherwise.

**RELIANCE ON INFORMATION POSTED.** The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. This Site may include content provided by third parties, including materials provided by other users (see User Generated Content), third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) AKM WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, AKM WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; [AND] (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF AKM FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AKM TO USE THE SITE. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE

MADE FOR THE BENEFIT OF BOTH AKM AND THE AFFILIATED ENTITIES,  
AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

**INDEMNITY.** To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless AKM and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including all Submissions); (b) any violation or alleged violation of this Agreement by you, (c) your infringement of the intellectual property rights of any third party; (d) your violation of any rights of another user; and (e) your violation of any applicable law, rule or regulation. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

**TERMINATION.** This Agreement is effective until terminated. AKM may terminate or suspend your use of the Site at any time and without prior notice, for any or no reason, including if AKM believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Site will immediately cease, and AKM may, without liability to you or any third party, immediately deactivate or delete your username, password and account, and all associated content, without any obligation to provide any further access to such content. All provisions of this Agreement which, by their nature, are intended to survive, shall survive any expiration or termination of this Agreement.

**GOVERNING LAW; ARBITRATION.** The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of Massachusetts, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

EXCEPT WITH RESPECT TO CLAIMS (A) ALLEGING INTELLECTUAL PROPERTY INFRINGEMENT, OR (B) SEEKING EQUITABLE RELIEF, YOU AND AKM MUTUALLY AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES ARISING OUT OF YOUR RELATIONSHIP WITH THE AKM, THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THE PROVISIONS IN THIS AGREEMENT TO ARBITRATE, SHALL BE RESOLVED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS/ENDISPUTE PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES AND SHALL BE HELD BEFORE A SOLE ARBITRATOR IN BOSTON, MASSACHUSETTS AND YOU AND AKM AGREE TO THIS EXCLUSIVE VENUE AND FORUM FOR ARBITRATION. YOU AND AKM AGREE THAT THE ARBITRATION PROCEEDINGS WILL BE KEPT CONFIDENTIAL AND THAT THE EXISTENCE OF THE PROCEEDING AND ANY ELEMENT OF IT (INCLUDING, WITHOUT LIMITATION, ANY

PLEADINGS, BRIEFS OR OTHER DOCUMENTS SUBMITTED OR EXCHANGED AND ANY TESTIMONY OR OTHER ORAL SUBMISSIONS AND AWARDS) WILL NOT BE DISCLOSED BEYOND THE ARBITRATION PROCEEDINGS, EXCEPT AS MAY LAWFULLY BE REQUIRED IN JUDICIAL PROCEEDINGS RELATING TO THE ARBITRATION, BY APPLICABLE DISCLOSURE RULES AND REGULATIONS OF SECURITIES REGULATORY AUTHORITIES OR OTHER GOVERNMENTAL AGENCIES, OR AS SPECIFICALLY PERMITTED BY STATE LAW. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT. HOWEVER, THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, A CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. JUDGMENT ON AN ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE ARBITRATION PROVISIONS HEREIN SHALL NOT PRECLUDE EITHER YOU OR AKM FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

**INFORMATION OR COMPLAINTS.** If you have a question or complaint regarding the Site, please send an e-mail to [info@activekids.org](mailto:info@activekids.org). You may also contact us by writing to [ADDRESS], or by calling us at [TELEPHONE NUMBER]. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

**EXPORT CONTROLS.** You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

**MISCELLANEOUS.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and AKM. Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or

default. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and AKM relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and AKM relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, 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. AKM will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

**ACCESSIBILITY.** We strive to make our Site content accessible and user-friendly. If you are having difficulty viewing the content on this Site or navigating the site, please contact [info@activekids.org](mailto:info@activekids.org) and we will be happy to assist you.

**VIOLATIONS.** Please report any violations of these Terms to Us at [info@activekids.org](mailto:info@activekids.org).

**QUESTIONS?** If you have questions, comments or complaints about these Terms or the Sites, please contact Us at [info@activekids.org](mailto:info@activekids.org).