

KATE'S CLUB

Terms of Service

Effective: March 24, 2023

The katesclub.org website is owned and operated by Kate's Club, Inc., a Georgia corporation, together with its affiliates, subsidiaries and partners ("Kate's Club," "we", "our", or "us"). These Terms of Service Agreement ("Agreement" or "Terms") is intended to make you aware of the terms and conditions of your use of our website(s) and any mobile application(s) (the "App") (collectively, the "Site") we have and the content there, and the products and services offered through the Site (collectively, the "Services"). This Agreement applies to any Site where this Agreement is referenced or linked to. We reserve the right to update and modify these Terms at any time without prior notice. Any modifications to these Terms will be effective immediately upon posting of the updated Terms on the Site. Your continued use of the Site following a notice of updated Terms constitutes your acceptance to be bound by any changes.

PLEASE READ THIS AGREEMENT CAREFULLY. BY CREATING, REGISTERING, USING OR ACCESSING A MEMBERSHIP OR THE SITE OR SERVICES, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE OR SERVICES, OR MANIFESTING YOUR ASSENT TO THESE TERMS OF SERVICE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO BE BOUND BY, AND SHALL BE SUBJECT TO, THESE TERMS OF SERVICE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE OR OTHERWISE ACCESS THE SITE OR SERVICES, CREATE, REGISTER OR ACCESS AN ACCOUNT OR POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE.

YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 9 OF THIS AGREEMENT, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE CAREFULLY REVIEW SECTION 9 OF THIS AGREEMENT FOR MORE INFORMATION.

1. Services.

- 1.1. **Services Generally.** At Kate's Club, our mission is to empower children, teens, and young adults, as well as their families, to face life after the death of a parent, sibling, caregiver, or someone important to them. Our Site provides users with programs to sign up for, toolkits, an informational blog and newsletter, and additional resources. We offer both in-person and virtual programs for children ranging from age five (5) to eighteen (18). These programs focus on social connections, healthy coping mechanisms, confidence and self-esteem. Through our KC Connects program, we offer community outreach programs by providing grief support, education, trainings, and advocacy to children and teens. Our LoKate Young Adult program is designed to assist those within the ages eighteen (18) to thirty (30) with the grieving process. Our Kate's Hub program is an online community connects parents, caregivers, and young adults, children, and their supporters, grieving the death of someone. By accessing the Services, you represent and warrant to us that (i) you are an individual at least 18 years old and of legal age to form a binding contract or, if you lack the capacity to enter into this Agreement, that (a) you have obtained the consent of your parent(s) or guardian(s) to use our Site or Services, and (b) your parent(s) or guardian(s) agree to these Terms as applicable to themselves and on your behalf; (ii) all registration information you submit is accurate and truthful and you will maintain the accuracy of such information; and (iii) you are legally permitted to use and access the Services and take full responsibility for your access, selection and use of the Services.
- 1.2. **Membership.** You will be required to complete a membership application to access the Kate's Club Services. The intake form asks for the specific membership location you are signing up for, your name, age, address, contact information, place of employment, and income, along with information about the circumstances for your application and the names and ages of children for whom the Services are sought. You may not use a name, email, or phone number of another person or entity with the intent to impersonate that person. Kate's Club reserves the right to refuse membership based on our assessment and of the membership screening and interview process. You will not use another user's credentials to use or access the Services.
- 1.3. **Donations.** You may make online donations to Kate's Club. Donations help to support operations to keep our monthly programs running, to send a child to camp, and support our outreach initiative KC Connects.

You will be asked to provide certain information to process payments, including, but not limited to, your name, your email, your phone number, your address, and payment information.

- 1.4. **Volunteering.** You may sign up to volunteer with our organization. You may be required to fill out one or more forms and/or consent to background checks to ensure your eligibility to volunteer. Such forms may require information, such as, your name, your preferred pronouns, your address, your phone number, your birth date, your email, your gender, your marital status, your demographic information, any languages you may speak, your employment information, and an emergency contact.
- 1.5. **Referral Forms.** Kate's Club offers users the opportunity to join our referral network should you offer a service that Kate's Club families might need. The referral forms are accessible on the Site for your convenience.
- 1.6. **Newsletter.** You are able to sign up for our email newsletter with an email address and/or additional information as may be requested. You may not use a name, email, or phone number of another person or entity with the intent to impersonate that person. You may unsubscribe from our newsletter by clicking the unsubscribe link provided at the end of the newsletter. Kate's Club reserves the right to control its subscriber list, refuse the addition of any new subscriber, and we may discontinue or cease distributing our newsletter to any or all subscriber at our sole discretion.
- 1.7. **Right to Modify.** Kate's Club reserves the right, in its sole discretion and without prior notice, to change, modify, discontinue, terminate, or suspend all or part of the Services for any reason and without notice to you. Kate's Club has no obligation to update the Services or the Site. Kate's Club will not be liable if, for any reason, all or any part of the Site is unavailable at any time for any period.

2. Prohibited Uses; Submissions.

- 2.1. **General Prohibitions.** You may use the Site only for lawful purposes and in accordance with these Terms of Use. You shall not use the Site or Services in any way that (i) infringes or violates the intellectual property rights or proprietary rights, or rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, rule, ordinance or regulation; (iii) violates any other agreement you have with, or any obligations to, any third party; (iv) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (v) misrepresents the source or identity of any content; (vi) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (vii) uploads, installs, constitutes, or embeds malware, virus, worms, Trojan horses, or other harmful content or code, or violates the security of another computer network, crack passwords, or security encryption codes; (viii) impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of Kate's Club; (ix) engages in or furthers any fraudulent, abusive, or otherwise illegal activity, including but not limited to storing illegal material; (x) sends spam or junk mail on the Services or to other users of the Service; (xi) unleashes manual or automated software, devices, or other processes to "crawl" or "spider" any page or content of the Services; (xii) decompiles, reverse engineers, or otherwise attempts to obtain the source code of the Services; (xiii) removes, obscures, or alters any notices or links on the Services or any of the features or tools of the Services; (xiv) interferes with any other party's use of the Site, including their ability to engage in real time activities through the Site; or (xv) otherwise attempt to interfere with the proper working of the Site
- 2.2. **Truthful Submissions.** You represent and warrant that (i) all information submitted to us (including all information you submit our Site or forms) is complete and accurate, and (ii) you have the right to provide us with all such information. You agree not to impersonate any individual or make or provide any misleading, false, or defamatory statements or information.
- 2.3. **Content on the Services.** You are responsible for your use of the Services, and specifically our App, and for any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded, or appearing on the Services (collectively referred to as "**Content**") you provide. Any Content you provide must comply with applicable laws, rules, and regulations. You should only provide Content that you are comfortable with sharing. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. We reserve the right to remove Content that violates the Terms, including for example, trademark violations, or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment.

3. **Intellectual Property; License Grant.**

- 3.1. **Grant of License.** Kate's Club grants you a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to access and make personal and non-commercial use of the Services, and any software underlying our Services solely to use the Services, as provided by Kate's Club in accordance with these Terms. This license does not include any resale or commercial use of any Services, or any content associated with the Services. You shall not copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our Services. You agree not to use modified versions of any software underlying our Service, including without limitation, for the purpose of obtaining unauthorized access to our sites or applications. You may not use any of our Services for any illegal purpose.
- 3.2. **Kate's Club Intellectual Property.** Ownership of and all right, title and interest in and to all intellectual property rights (including all registered and unregistered rights granted or applied for, now or hereafter existing, in or related to patent, trademark, service mark, copyright, trade secret rights, or other intellectual property rights) in the Services and Site, and all related content are and shall remain with Kate's Club or its licensors. You acquire only the right to use and access the Services and Site pursuant to these Terms, and you do not acquire any ownership rights or title in or to the Services. You may not use Kate's Club's (or its licensors') intellectual property without Kate's Club's (or its licensors') prior written consent. We may immediately terminate your account or access to our Services upon any such misuse of our or our licensors' intellectual property by you.
- 3.3. **Feedback.** You grant Kate's Club an exclusive, transferable, sublicenseable, worldwide, royalty-free irrevocable license to use or incorporate into our Site or Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Site or Services.

4. **Term; Termination.** These Terms remain in effect until the earlier of (i) the date which you delete, or we terminate your account or access to the Services; or (ii) the date we cease provision of the Services. Kate's Club may terminate or suspend your access to the Services (and/or any feature thereof) or your membership at any time, for any reason, without warning, and in our sole discretion, which may result in the forfeiture and destruction of all information associated with your account. You may delete your account at any time by unsubscribing, deactivating or permanently deleting your account. Upon termination of your account, whether by us or you, your right to access and use the Services will immediately cease.

5. **Link to Third Party Sites.** Parts of the Services may, from time to time, be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Services, queries made through the Services or other information. In connection with such offers, the Site may provide links to other websites. We do not endorse, warrant or guarantee the products or services available through any third party offer (or any other third-party products or services advertised on or linked from our Sites), whether or not sponsored, and we are not an agent or broker or otherwise responsible for the activities or policies of those websites. If you elect to use or purchase services or products from any third party or elect to provide, or grant access to, your information to any third party, you and your information are subject to their terms and conditions and privacy policy. We are not responsible for the products and services offered by any third party.

6. **Warranty Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KATE'S CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT. KATE'S CLUB MAKES NO WARRANTY THAT THE SERVICES (INCLUDING ANY RELATED MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON THE SERVICE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SERVICE WILL BE CORRECTED THAT THE SERVICE AND ANY CONTENT ON INFORMATION FOUND ON THE SERVICE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS. ANY CONTENT OR OTHER MATERIALS

DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

- 7. Limitation of Liability.** TO THE FULLEST EXTENT UNDER APPLICABLE LAW, OUR TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER OR RELATED TO THESE TERMS AND THE SERVICES PROVIDED IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING ONE HUNDRED (\$100) US DOLLARS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KATE'S CLUB BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 8. Indemnification.** You shall indemnify, defend and hold harmless Kate's Club against any and all loss, damage, or expense (including legal fees reasonably incurred in the defense of any claim) incurred by Kate's Club as a result of any claim, action or proceeding arising out of or related to: (i) your use or misuse of the Services and all information provided within; (ii) your actual or alleged violation of these Terms or applicable law; (iii) your infringement or violation of any intellectual property, proprietary, or privacy rights of any third party; and (iv) injury to person or property arising from acts of negligence, bad faith, willful misconduct or reckless disregard by you relating to these Terms or the Services.
- 9. Dispute Resolution.** Any claim, dispute, or controversy arising out of or relating to the Services, or the breach, termination, enforcement, interpretation or validity of this Agreement, will be resolved exclusively by binding arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be held in Atlanta, Georgia. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement the parties may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- 10. Apple App Store.** This Section applies if you accessed or downloaded the App from the Apple, Inc. ("Apple") App Store:

 - 10.1. You acknowledge and agree that this Agreement is between you and Kate's Club and not with Apple or any other provider of the Apple App Store. Kate's Club and its third party providers are solely responsible for the App and the content thereof.
 - 10.2. The license set forth in Section 10.1 is limited to use on any Apple-branded Products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
 - 10.3. The Apple App Store provider has no obligation to provide any maintenance and support service with respect to the App. Kate's Club is solely responsible for any warranties, whether express or implied by law, to the extent not effectively disclaimed. The Apple App Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Kate's Club.
 - 10.4. Kate's Club and/or its third party providers, not Apple, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
 - 10.5. You represent and warrant that you are not (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) listed on any U.S. Government list of prohibited or restricted parties.
 - 10.6. You must comply with applicable third party terms of agreement when using the App.

10.7. Apple and its subsidiaries are third party beneficiaries of this Agreement, and, upon your acceptance of these this Agreement, Apple from will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

11. Android Devices. The following Section applies with respect to any mobile application, including the App, that we provide to you designed for use on an Android-powered mobile device (an “**Android App**”):

11.1. You acknowledge that these Terms of Service applies to you and us only, and not Google, Inc. (“**Google**”);

11.2. You agree that your use of our Android App will comply with Google’s then-current Android Market Terms of Service;

11.3. You acknowledge that Google is only a provider of the Android Market where you obtained the Android App, and that we, and not Google, are solely responsible for our Android App and the services and content available thereon and Google has no obligation or liability to you with respect to our Android App or these Terms; and

11.4. You acknowledge and agree that Google is a third-party beneficiary to these Terms as they relate to our Android App.

12. General Provisions.

12.1. **Privacy Policy.** For information regarding Kate’s Club’s treatment of personal information, please review our current Privacy Policy at katesclub.org, which is hereby incorporated into this Agreement by reference.

12.2. **Relationship of Parties.** This Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You may not bind Kate’s Club or incur obligations on our behalf.

12.3. **Assignment.** You shall not assign this Agreement, or any of the rights or obligations hereunder without the prior written consent of Kate’s Club. Assignments made in violation of this section will be null and void and of no force or effect. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

12.4. **Entire Agreement; Severability.** This Agreement sets forth the entire and exclusive understanding and license between you and Kate’s Club and supersedes and cancels all previous written and oral agreements, communications, and other understandings related to the subject matter of this Agreement. All modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

12.5. **Waiver.** No waiver by Kate’s Club of any right or provision under this Agreement shall constitute a subsequent or continuing waiver of such right or provision or any other rights or provisions under this Agreement. Failure to act or delay in acting by Kate’s Club shall not constitute a waiver of any right or remedy.

12.6. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the United States, without regard to conflict of law provisions thereof. Any legal proceedings that arise under this Agreement shall be brought in state or federal courts located in Fulton County, Georgia.

12.7. **Survival.** Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

12.8. **Contact.** All inquiries about these terms or our Services may be directed to Kate’s Club at: info@katesclub.org.