

# **BOUNCE CHILDREN'S FOUNDATION TERMS OF USE**

Last Updated: 6/26/2024

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE.

## **I. Introduction**

These terms of use (the "Terms") describe your rights and responsibilities with regard to the Bounce Children's Foundation website located at <https://bouncechildrensfoundation.org> (the "Website"). Use of the Website is governed by these Terms and our [Privacy Policy](#). These Terms apply not only to visitors to our Website, but also to employees and interns, prospective employees and interns, our donors, volunteers, and other partners. By accessing or using the Website, you acknowledge that you have read, understood and agreed to be legally bound by and comply with these Terms and our Privacy Policy. If you do not agree with any of these Terms or our Privacy Policy, you may not use the Website.

In these Terms, the terms "you" and "yours" refer to the person using the Website. The terms "we", "our", "us", and "Bounce" collectively refer to Bounce Children's Foundation. Even though you may have arrived to the Website through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms are entered into between you and Bounce.

## **II. Modification of the Terms**

We reserve the right, in our sole discretion, to amend these Terms, in whole or in part, at any time and for any reason, without penalty or liability to you or any third party. You should check the Terms from time to time when you use the Website to determine if any changes have been made. You can determine when the Terms were last revised by referring to the "Last Modified" notation above. If you use the Website after the amended Terms have been posted, you will be deemed to have agreed to the amended Terms. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of the Website.

## **III. Eligibility**

In order to use the Website, the following must be true:

- You are age 13 or over.
- You have read and understood these Terms and the Privacy Policy and agree to be bound by the terms and conditions set forth herein and in the Privacy Policy.

You understand and agree that satisfying the above requirements does not guarantee that you may use the Website. In addition to the above requirements, Bounce reserves the right to change or include new requirements as deemed appropriate in its sole discretion without providing prior notice to you.

#### **IV. Restrictions on Use**

You will not use, or encourage or permit others to use, our Website except as expressly permitted in these Terms. You will not:

- Use or attempt to use the Website for any person other than yourself;
- Use or attempt to use another person's information without authorization from that person;
- Access or use the Website in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable local, state, or federal law or regulation, or is prohibited by these Terms;
- License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Website or related materials in any way;
- Take any action or use the Website in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Website or any content, in whole or in part;
- Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Website or any computer network;
- Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Bounce or any of our service providers to protect our Website;
- Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Website or any content made available to you on or through our Website;
- Copy, duplicate, download, store in a retrieval system, publish, transmit, or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of, or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Bounce or third-party content from the Website; or

- Encourage or enable any other individual to do any of the foregoing or otherwise attempt to interfere with the proper working of the Website.

## **V. Intellectual Property**

### **A. Generally**

As between Bounce and you, Bounce is the sole and exclusive owner of all right, title, and interest in and to the Website and its content, features, and functionality (including, without limitation, all information, software, text, displays, images, video, audio, selection, arrangement, and look and feel), and all intellectual property rights therein, and any suggestions, ideas, or other information or feedback provided by you. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Website shall be owned solely and exclusively by Bounce or its licensors, including all intellectual property rights therein. You have permission to use the Website solely for your personal and non-commercial use on the condition that you comply with these Terms. No other right, title, or interest in or to the Website is transferred to you, and all rights not expressly granted are reserved by us.

Certain names, logos, and other materials displayed in and through the Website may constitute trademarks, trade names, service marks, or logos (“Trademarks”) of Bounce. You are not authorized to use any such Trademarks without the express written permission of Bounce. Ownership of all such Trademarks and the goodwill associated therewith remains with us.

### **B. License and Use**

Subject to your compliance with these Terms, Bounce grants you a personal, limited, revocable, nonexclusive, and nontransferable license to view, access, and use the Website and its content, solely for your personal and non-commercial use. No other right, title, or interest in or to the Website is transferred to you, and all rights not expressly granted are reserved by Bounce or its licensors. You are not permitted to reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any such content for commercial use.

## **VI. Donations**

When you make a donation to our cause, we ask you to provide certain financial information that we need in order to complete your gift. We use third-party providers to process your donations. We do not store any payment card information (e.g., credit card number, expiration date, and CVV) with respect to donations made online, by phone, or in person at fundraising events, via credit card. All payment card information

is stored by our trusted third-party payment processors. If you make a donation online, your information will be added to one or more of our supporter lists and databases, and you may be contacted about other Bounce activities, news, and/or fundraising campaigns. To opt out of such communications, please follow the instructions in our Privacy Policy and Section VIII below.

## **VII. Privacy**

Bounce understands the importance of confidentiality and privacy regarding your information. Please see our [Privacy Policy](#) for a description of how we may collect, use, and disclose your information in connection with the Website. If you provide us with any personal information, including about another child, family, or person, you agree that you have the right to provide that information to us and have obtained all consents or provided all notices required under applicable law.

## **VIII. Communications; Opt-Out Rights**

As part of your use of the Website, you may be asked to elect to receive certain email and/or text notifications from Bounce. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receive emails and/or texts from Bounce. You may opt out of receiving certain notifications in association with the Website and Bounce by completing the opt-out process provided to you with each email message, by replying "STOP" in the relevant text communication, or by contacting us using the methods in Section XIV below. By opting out of receiving notifications, you understand that we may not be able to communicate important information to you. Where permitted under applicable law, we may still contact you regarding certain important announcements or notifications even if you have opted out from other messages.

## **IX. Links to Third-Party Hyperlinks and Websites**

The Website may contain hyperlinks or references to other websites ("Linked Websites") operated by third parties. The Linked Websites may not be under our control; therefore, we are not responsible for the information, products, or services described thereon, or for the content of any Linked Website, including, without limitation, any link contained in a Linked Website, or any changes or updates to a Linked Website. We are providing these Linked Websites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Website or any association with its operators. Your use of these Linked Websites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Websites.

You may have arrived to the Website through a Linked Website. You understand and agree that we are not responsible for the information, products, or services described on those Linked Websites and only these Terms will apply to your use of or access to the Website.

**X. Disclaimer of Warranties; Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. BOUNCE AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, INCLUDING ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, INCLUDING, TO THE EXTENT PERMITTED BY LAW, RIGHTS OF PRIVACY.

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE MAY CONTAIN DATA PROVIDED TO BOUNCE BY A THIRD PARTY. THIS DATA MAY HAVE BEEN COLLECTED BY A THIRD PARTY PURSUANT TO THAT THIRD PARTY'S PRIVACY POLICY AND/OR AN AUTHORIZATION OR CONSENT. BOUNCE AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DATA PROVIDED BY THIRD PARTIES AND INCLUDED IN THE WEBSITE. EXCEPT AS MAY BE SET FORTH IN AN OTHER AGREEMENT, BOUNCE AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS ARE NOT RESPONSIBLE FOR ANY DATA PROVIDED TO BOUNCE BY A THIRD PARTY AND INCLUDED IN THE WEBSITE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, NEITHER BOUNCE NOR ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, OR LICENSORS WILL BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, OR ANY OTHER ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING CLAIMS, LIABILITIES, LOSSES, COSTS, OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF

GOODWILL, WEBSITE INTERRUPTION OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. IF YOU ARE A RESIDENT OF A STATE WITH PROTECTIONS SIMILAR TO CALIFORNIA CIVIL CODE § 1542, YOU HEREBY WAIVE SUCH PROVISIONS OR PROTECTIONS.

#### **XI. Indemnification**

You agree to indemnify, defend, and hold Bounce and any of its officers, directors, employees, licensors, and agents harmless from and against any and all third-party claims, demands, liabilities, costs, or expenses, including attorneys' fees and costs, arising from or related to: (i) any breach by you of these Terms or another agreement, (ii) your use of content or data available on the Website in an unauthorized manner, and/or (iii) a violation by you of any and all applicable laws, rules, or regulations.

#### **XII. Modifications to the Website**

Bounce reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Website, or any portion thereof, with or without notice. You agree that Bounce shall not be liable to you and/or to any third party for any modification, suspension, or discontinuance of the Website.

#### **XIII. Miscellaneous**

The Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should

give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section.

Our failure to act with respect to any failure by you or others to comply with these Terms does not waive our right to act with respect to subsequent or similar failures.

You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

The Website is controlled and operated by us from the United States and is not intended to subject us to the laws or jurisdiction of any state, country, or territory other than that of the United States. These Terms will be governed by the laws of the State of Illinois regardless of where you access the Website, and notwithstanding any conflicts of law principles. Any legal action or proceeding with respect to these Terms or any other agreement must be brought and determined in state courts located in Lake County, Illinois or the United States District Court for the Northern District of Illinois (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts.

#### **XIV. Contact Information**

If you have any questions or concerns, please contact by email at [info@bouncechildrensfoundation.org](mailto:info@bouncechildrensfoundation.org) or by calling 844-6-BOUNCE (844-626-8623).