

Kicks4Chris Foundation Website Terms of Use

The Kicks4Chris Foundation operates a website, Kicks4Chris.org (the “**Website**”), and several web pages on other sites (e.g., on Facebook) (“**Third Party Sites**”) (the Website and Third Party Sites are referred to collectively as the “**Sites**”). The Sites are owned and/or operated by the Kicks4Chris Foundation, a Pennsylvania 501(c)(3) corporation, which is located at 19 Moredon Road, Huntingdon Valley, PA 19006. If you have any questions regarding the Sites, they can be sent to the attention of our Customer Service Representative at PO Box 1174, Huntingdon Valley, PA 19006. You may also contact Kicks4Chris Foundation by email at info@Kicks4Chris.org or by telephone at (844) 424-7477.

The Sites are intended to provide information about the Foundation and its purpose of funding certain research into using immunotherapy to treat cancer, and to enable you to donate to fund that research or otherwise get involved with the Foundation through registering, fundraising and participating in events, and contribute on user fundraising pages.

SITE USE IS GOVERNED BY THE RULES CONTAINED IN THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY, AND IF YOU ARE UNDER THE AGE OF THIRTEEN IN YOUR JURISDICTION, MAKE SURE THAT YOUR PARENT OR LEGAL GUARDIAN READS AND AGREES WITH THESE TERMS OF USE ON YOUR BEHALF.

BY CLICKING THE BUTTON BELOW OR THROUGH YOUR CONTINUED USE OF THE SITES, THE SERVICES (AS DEFINED BELOW) OR PARTICIPATION IN ANY EVENT (AS DEFINED BELOW) YOU ARE ACKNOWLEDGING THAT YOU INTEND AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE OR ACCESS THE SITES OR THE SERVICES OR TO PARTICIPATE IN ANY EVENT.

These terms of use form a contract between you and Kicks4Chris Foundation and apply to all users of the Sites (the “**Terms of Use**” or “**Terms**”). In these Terms of Use, “you”, “user” or “your” means any person or entity using the Sites, provided that if such person is under the age of thirteen, “you” and “your” also includes such person's parent or legal guardian. Unless otherwise stated, “the Foundation”, “we” or “our” refers to the Kicks4Chris Foundation, a Pennsylvania 501(c)(3) corporation, and its successors and assigns.

We may amend or supplement these Terms of Use at any time. Your continued use of the Sites following any changes to these Terms of Use shall be considered acceptance of the revised version of the Terms.

2. Privacy Policy

Our Privacy Policy (as of the most recent effective date) (the “**Privacy Policy**”) is incorporated by reference into these Terms of Use and provides additional terms and conditions related to our use, collection and disclosure of your personal information. Our Privacy Policy may be changed from time to time. If you do not agree to the amended Privacy Policy, you may not continue to access or use the Sites. Any other posted guidelines or rules applicable to any individual use of the Sites, the Services or any particular Event will form part of these Terms.

3. Links to Other Websites

Although the Kicks4Chris Foundation may provide links to the Sites and to other websites of unaffiliated third parties, these sites are not part of the Sites, and each may have different user agreements. In addition, to the extent such linked websites are not owned or operated by the Kicks4Chris Foundation, these sites also may have different policies with respect to the collection, use and disclosure of your personal information. Please be sure to review any applicable agreements and policies carefully when visiting any of our affiliated websites or any third party websites to whom we provide links. Kicks4Chris Foundation is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by Kicks4Chris Foundation of the website or its content. Unless otherwise expressly indicated by us, we are not sponsored by or affiliated with the linked website and we do not control the information and materials accessed from such third-party websites. Furthermore, the trademarks used in connection with such third-party websites are not trademarks of Kicks4Chris Foundation. **THE KICKS4CHRIS FOUNDATION ASSUMES NO RESPONSIBILITY FOR ANY MATERIAL OUTSIDE OF THE SITES WHICH MAY BE ACCESSED THROUGH SUCH LINKS, INCLUDING WITH RESPECT TO YOUR PARTICIPATION IN EVENTS ORGANIZED, ADMINISTERED OR OPERATED BY THIRD PARTIES ASSOCIATED WITH SUCH THIRD-PARTY WEBSITES LINKED TO OUR SITES.**

4. Ownership of Intellectual Property and Restrictions on Use of Kicks4Chris Foundation Materials

Any and all trademarks, service marks, trade names and trade dress and content developed by us and used on the Sites (collectively the “**Kicks4Chris Foundation Materials**”) are the property of the Kicks4Chris Foundation, its partners, affiliates, third party licensors and suppliers and/or any of the successors and assigns of the foregoing (collectively, the “**Kicks4Chris Foundation Group**”), and are protected, without limitation, by United States and other foreign copyright, trademark and patent laws. Without limiting the generality of any other provisions of these Terms of Use, the use of any Kicks4Chris Foundation Materials on any other website or networked computer environment is prohibited.

These Terms of Use grant you a limited license to access and use the Sites for your personal, non-commercial use; you agree that no portion of the Sites may be accessed, used, reproduced, duplicated, copied, or otherwise exploited by you for any other purpose, and nothing contained herein shall be construed as conferring any other rights. You may not make any modifications to any Kicks4Chris Foundation Materials other than as expressly permitted by us. This limited license is non-assignable and non-transferable.

5. User Content

Certain areas of this Sites may permit you to send to Kicks4Chris Foundation materials, information and other submissions. Upon submission, all content, materials or information of any nature, save and except any personally identifiable information as defined in our Privacy Policy (collectively, the “**User Content**”), submitted by you to Kicks4Chris Foundation or otherwise posted on the Sites shall be deemed to be, and shall remain, licensed to Kicks4Chris Foundation. You hereby grant (or warrant that the owner of such rights has expressly granted) to Kicks4Chris Foundation, a worldwide, royalty-free, perpetual, irrevocable and nonexclusive right and license to use, reproduce, modify, sublicense, edit, adapt, publish, translate, broadcast, create derivative works from, distribute, perform, display and publicize such User Content anywhere, for any purpose consistent with the goals of the Foundation and in any form, through any media or technology now known or later developed, without any additional compensation to you. Except as set forth in the Privacy Policy, none of the User Content shall be subject to any obligation of confidence on the part of Kicks4Chris Foundation, and Kicks4Chris Foundation shall not be liable for any use, non-use or disclosure of all or part of the User Content. Without limiting any of the foregoing, Kicks4Chris Foundation may, but is not obligated to, use and

publish the User Content at the Sites or elsewhere for purposes that include, without limitation, new or enhanced products or services, marketing and public relations.

You acknowledge and agree that you will not receive any compensation whatsoever in connection with the use by Kicks4Chris Foundation or its affiliates of any User Content.

You are responsible for all User Content posted by you. The Kicks4Chris Foundation has no responsibility for such user content. You hereby represent and warrant that you have all necessary rights in and to all User Content that you provide. Kicks4Chris Foundation does not and cannot review every submission by Users and is not responsible for, nor does it endorse the content of such submissions. However, Kicks4Chris Foundation retains the right, but not the obligation, to review, edit or delete any User Content which Kicks4Chris Foundation deems to be illegal, offensive, or otherwise inappropriate. All information submitted by you which constitutes personal information shall be subject to our Privacy Policy.

6. User Code of Conduct

The Sites are provided by Kicks4Chris Foundation and are intended to promote the goals of the Foundation, and to be used in a safe and inoffensive fashion. You are responsible for the content of any material you post on the Sites. Users of the Sites acknowledge and agree that they may not:

- Use the Sites in such a way as to offend or interfere with the use by anyone else of the Sites;
- Upload, submit, publish, transmit, display, disseminate or otherwise communicate (or attempt to do any of the foregoing) any materials while connected to or otherwise using this Sites that: (i) are defamatory, libelous or inaccurate, (ii) are abusive or threatening towards or invade the privacy of any third party, (iii) which are offensive, obscene or pornographic; (iv) infringe the intellectual property rights, including copyrights, of any third party; (v) violate any law or regulation; (vi) advocate illegal activity; (vii) advertise or otherwise solicit funds or are a solicitation for goods or services; or (viii) are treated as confidential under any contract or policy.
- Attempt to circumvent the security systems of the Sites;
- Attempt to gain access to any other User's accounts or to Kicks4Chris Foundation's computer systems (Users should recognize that not all areas of the Sites may be available to you);
- Attempt to harvest or otherwise collect information about other Users without their consent;

- Attempt to use the Sites for any purposes other than those intended by Kicks4Chris Foundation;
or
- Upload or submit any data or information that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.

Kicks4Chris Foundation cannot and does not guarantee that other Users of the Sites will abide with the rules above or otherwise herein.

7. Your Obligations

You agree that you will not use the Services for any purpose other than in connection with helping Kicks4Chris Foundation fulfill its mission, which is to raise money and awareness about cancer research, primarily research involving the use of immunotherapy treatments and cures and to encourage and empower others to get involved and help make a difference for victims of cancer. Furthermore, you agree to use the Services in accordance with all of the Terms.

As part of completing a user account registration process, you may be asked to select a log-in and password for which you are responsible for maintaining the confidentiality. In addition, you accept full responsibility for all activities that occur under your log-in and password. Without limiting the foregoing, you must immediately notify Kicks4Chris Foundation of any unauthorized use of your password or account or any other known or suspected breach of security with respect to the Services.

8. Termination of Services

You agree that Kicks4Chris Foundation may, in its sole discretion, immediately terminate any associated email addresses or links without any prior notice. Causes for such termination may include, but not be limited to, (i) breaches or violations of these Terms of Use, (ii) requests by law enforcement or other government agencies, (iii) a request by you (self-initiated account deletions) or written statement that you no longer wish to be bound by these Terms of Use, (iv) discontinuance or modification to the Services (or any part thereof), (v) unexpected technical or security issues or problems, (vi) extended periods of inactivity, (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Sites, (viii) completion of the Kicks4Chris Foundation event or program in which you are participating,

and/or (ix) any other reason reasonably considered by Kicks4Chris Foundation to be in its best interest.

Termination of your Kicks4Chris Foundation account may include, at the Foundation's sole discretion, (i) removal of access to all offerings within the Services, (ii) deletion of your user name and password and all email, information, files and content associated therewith, and (iii) barring further use of the Service.

You also agree that the Kicks4Chris Foundation shall not be liable to you or any third-party for any termination of your access to the Services. Upon termination, Kicks4Chris Foundation will have no further obligation or responsibility to you with respect to the Services terminated, and you will have no further obligation or responsibility to Kicks4Chris Foundation with respect to the Services terminated, other than any liability, responsibility, or obligation of either party existing or arising prior to the effective date of such termination.

9. Waiver for Participation in Events

From time to time, you may choose to register for and engage in events, activities and other fundraising and related programs (collectively, the “**Events**”) through the Sites, including but not limited to participating in walks, runs or races, games or other sporting events, galas, auctions, raffles and other activities to raise money and awareness for Kicks4Chris Foundation and its mission. Kicks4Chris Foundation appreciates and encourages your involvement in such Events, but your participation will be subject to the following terms and conditions.

WAIVER, INDEMNITY AND RELEASE OF LIABILITY:

You acknowledge, agree and understand that while participating in any Event or in training programs and other related activities, you may be using facilities where hazards exist, and that you are aware of and appreciate the risks that may result. You acknowledge, agree and understand that accidents may occur during your participation in Events which could result in serious injury or death. Your participation in all such Events is voluntary and with full knowledge of all such risks, and you agree to take all necessary precautionary measures, such as wearing protective gear, in accordance with applicable law.

In consideration of the acceptance of the Services provided by Kicks4Chris Foundation in connection with any such Event, you assume full and complete responsibility for any injury or

accident which may occur during your participation in any Event, and you hereby release, indemnify and hold harmless the Kicks4Chris Foundation and its affiliates and all Kicks4Chris Foundation employees and other persons and entities associated with this event (all individually and collectively known as “**releasees**”), from any and all claims, losses, injuries, and liabilities, or damages (collectively, “**Damages**”) that you have or may have in the future based upon any acts or omissions, whether known or unknown, relating to, arising out of, or in connection with, any such Event, **WHETHER SUCH DAMAGES BE CAUSED BY YOU OR BY THE NEGLIGENCE, OF ANY DEGREE, OF KICKS4CHRIS FOUNDATION, ITS AFFILIATES OR EMPLOYEES OR OTHER PERSONS OR ENTITIES ASSOCIATED WITH ANY SUCH EVENT.** These Terms of Use may not be modified orally or in writing by any individual. Your participation in any Event is at your own risk.

You acknowledge, agree and intend by the foregoing Waiver and Release of Liability to release in advance, and to waive your rights and to discharge all of the releasees (as defined above), from all claims, losses or liabilities for death, bodily injury or property damage that you may have, or which may hereafter accrue to you, as a result of your participation in any Event, **EVEN THOUGH THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASEES,** from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. You acknowledge, agree and understand that this Waiver and Release of Liability is binding on your heirs, assigns and legal representatives.

You understand that your name, photograph, voice or likeness may be used for all promotional purposes related to your participation in an Event by Kicks4Chris Foundation and its affiliates and employees. You consent to and authorize, in advance, such use and waive all rights of privacy you have in connection therewith, and you understand that you will not benefit financially from any such use.

On behalf of any minor participants, such minor’s parent or legal guardian hereby irrevocably and unconditionally agrees to all of the terms of the Release and Waiver of Liability. Such parent and legal guardian also, for themselves and on behalf of the applicable minor, and their heirs, estate, insurers, successors and assigns, hereby release, indemnify and hold harmless the releasees, with respect to any and all claims or causes of action they or the applicable minor may

have for damages for personal or bodily injury, disability, death, loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES OR OTHERWISE, WHETHER OR NOT NEGLIGENCE HAS BEEN PROVEN, to the fullest extent permitted by law.

By registering for any Event, continued use of the Sites or any Services in connection with any Event, you are agreeing to these terms and conditions, including waiving legal rights with complete knowledge of the risks and at your own free will.

10. Spam

The publication of electronic mail addresses on the Sites is to facilitate communications relating to the functions of the Sites and must not be inferred as consent by us to receiving unsolicited commercial electronic messages. You agree that you will not spam or otherwise send unsolicited mailings to any person or entity using the Sites.

11. Disclaimers

THE USE OF THE SITES OR PARTICIPATION IN ANY EVENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITES AND THE Kicks4Chris Foundation MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE Kicks4Chris Foundation GROUP DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SITES, THEIR CONTENTS, THE PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITES, OR ASSOCIATED WITH THE USE OF THE SITES, OR ANY WEBSITE OR CONTENTS WITH WHICH IT IS LINKED.

THE Kicks4Chris Foundation GROUP DOES NOT WARRANT THAT THE SITES OR THE SERVICES, THE Kicks4Chris Foundation MATERIALS, OR ANY WEBSITE TO WHICH THE SITES ARE LINKED WILL BE AVAILABLE AT ANY PARTICULAR TIME, WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR WILL BE

CORRECTED IF FOUND TO BE DEFECTIVE. WE RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THE SITES OR THE SERVICES AT ANY TIME WITHOUT NOTICE. TO THE EXTENT THAT YOU COMMUNICATE TO A Kicks4Chris Foundation REPRESENTATIVE THROUGH ANY SOURCES, THE STATEMENTS, PROMISES OR ACTIONS TAKEN BY SUCH SOURCES SHALL NOT LIMIT OR OTHERWISE MODIFY THE TERMS OF THIS DISCLAIMER AND/OR THESE TERMS OF USE AND THIS DISCLAIMER AND THESE TERMS OF USE SHALL APPLY TO ANY INFORMATION PROVIDED TO YOU THROUGH SUCH SOURCES.

IN ADDITION, THE Kicks4Chris Foundation GROUP DOES NOT WARRANT THAT THE SITES OR THE SERVERS THAT MAKE THE SITES AND ITS CONTENTS AVAILABLE WILL WORK WITH ANY PARTICULAR HARDWARE OR SOFTWARE SYSTEMS OR CONFIGURATIONS OR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FINALLY, THE Kicks4Chris Foundation GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE RESULTS OF THE SITES, THE SERVICES OR THE Kicks4Chris Foundation MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF THE SITES AND ANY Kicks4Chris Foundation MATERIALS RESTS WITH YOU AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO ANY PRODUCTS ORDERED BY YOU THROUGH THE SITES. IF YOUR USE OF THE SITES OR THE Kicks4Chris Foundation MATERIALS RESULTS IN THE NEED FOR SERVICING, UPDATING OR REPLACING YOUR EQUIPMENT OR SOFTWARE, YOU AND NOT THE Kicks4Chris Foundation GROUP ARE RESPONSIBLE FOR THOSE COSTS.

SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED.

12. Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE Kicks4Chris Foundation

GROUP BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, OR FOR ANY DAMAGES OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION ANY COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITES, THE SERVICES, ANY EVENT, GIFT SHOP ITEMS OR ANY OF THE Kicks4Chris Foundation MATERIALS OR CONTENTS WITH WHICH IT IS LINKED, EVEN IF THE Kicks4Chris Foundation GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, Kicks4Chris Foundation IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATIONS OF YOUR SYSTEM, OR DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISING OUT OF YOUR USE OF THE SITES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL THE TOTAL LIABILITY OF THE Kicks4Chris Foundation GROUP FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING LEGAL FEES) WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, RELATED TO YOUR USE OF, OR THE INABILITY TO USE, THE SITES, THE SERVICES, ANY EVENT, GIFT SHOP ITEMS OR ANY OF THE Kicks4Chris Foundation MATERIALS OR FUNCTIONS AT THE SITES, EXCEED THE LESSER OF (I) THE AMOUNT, IF ANY, PAID BY YOU IN CONNECTION WITH YOUR ACCESS, USE AND/OR PURCHASES MADE ON THE SITES OR (II) \$100. NOTWITHSTANDING THE GENERALITY OF THE ABOVE, Kicks4Chris Foundation DOES NOT SEEK TO LIMIT ITS LIABILITY IN RESPECT OF FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY Kicks4Chris Foundation'S NEGLIGENCE OR THAT OF ITS EMPLOYEES OR AGENTS ACTING IN THEIR CAPACITY AS EMPLOYEES OR REPRESENTATIVES OF Kicks4Chris Foundation.

13. Indemnity

YOU HEREBY AGREE TO INDEMNIFY AND HOLD EACH MEMBER OF THE Kicks4Chris Foundation GROUP HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL FEES, WHICH ANY MEMBER(S) OF THE Kicks4Chris Foundation GROUP MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY YOU OF THESE TERMS OF USE; (II) YOUR USE OF THE SITES AND/OR YOUR SUBMISSION OF USER CONTENT; (III) YOUR PURCHASE OF ANY GIFT SHOP ITEM; (IV) YOUR USE OF THE SERVICES; (V) YOUR PARTICIPATION IN ANY EVENT; AND/OR (VI) ANY VIOLATION BY YOU OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY. YOU MUST USE YOUR BEST EFFORTS TO COOPERATE WITH Kicks4Chris Foundation IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

14. Jurisdictional Issues and Dispute Resolution

This Website is controlled, operated, hosted and served by Kicks4Chris Foundation in the Commonwealth of Pennsylvania, USA. If you choose to access and use this Website or the other Sites from another location, country or jurisdiction, you are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of law. If the arbitration and dispute resolution provisions of these Terms of Use are not enforceable, you agree that, except as set forth below, any action at law or in equity arising out of or relating to these Terms of Use shall be filed only in the state and federal courts of the Commonwealth of Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Nothing in these Terms of Use shall be deemed to affect any statutory or other consumer rights that you may have under local laws which cannot be or have not been altered, limited or waived by these Terms of Use.

15. Dispute Resolution

Any controversy or claim between the parties or arising out of these Terms of Use or any use of the Sites or the Services shall be determined by one disinterested arbitrator in binding arbitration

pursuant to the Commercial Arbitration Rules and the Supplementary Procedures for Online Arbitration of the American Arbitration Association (the “AAA”). The arbitrator shall be experienced in the interpretation of website terms of use and similar agreements, either as an attorney or as an information technology professional. If the parties fail to appoint an arbitrator within 45 days of the institution of the arbitration, the AAA shall select the arbitrator promptly thereafter. Any requests for accelerated, emergency or preliminary relief shall be submitted pursuant to the AAA’s Optional Rules for Emergency Measures of Protection. If any such requests are made before an arbitration panel is empaneled, then the AAA shall appoint one disinterested arbitrator as an arbitration panel to immediately hear and decide such request. The arbitration panel shall have the right to grant interim awards. Testimony shall be permitted by telephone, video conference and other forms of realtime telecommunications. If the arbitrator requires in-person hearings, the hearings shall be held in Philadelphia, Pennsylvania, U.S.A. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

16. Waiver of Jury Trial and Class Actions

BY ENTERING INTO THESE TERMS OF USE, YOU AND Kicks4Chris Foundation ACKNOWLEDGE AND AGREE TO WAIVE CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, TO RECEIVE A JURY TRIAL, OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND Kicks4Chris Foundation BOTH AGREE THAT ANY ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CONSOLIDATED, CLASS-WIDE, OR REPRESENTATIVE BASIS AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED WITH AN ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. IF FOR ANY REASON THE ARBITRATION CLAUSE SET FORTH IN THESE TERMS OF USE IS DEEMED INAPPLICABLE OR INVALID, OR THE EXTENT THE ARBITRATION CLAUSE ALLOWS FOR LITIGATION OF DISPUTES IN COURT, YOU AND Kicks4Chris Foundation BOTH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO

PURSUE OR TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

17. General Provisions

These Terms of Use and our Privacy Policy (or any previous Privacy Policy) contain the entire understanding between you and Kicks4Chris Foundation in connection with your access and use of the Sites. If any provision of these Terms of Use is found to be illegal, void or unenforceable, then: (i) such provision (or portion thereof as applicable) will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of these Terms of Use will remain in full force and effect. Notwithstanding the foregoing, if any provision of these Terms of Use which is held null, void or otherwise ineffective or invalid by an arbitrator or a court of competent jurisdiction cannot be restated by such arbitrator or court to reflect as nearly as possible the original intentions of the Parties, then that provision shall be deemed severable from these Terms of Use. Your use of the Sites or the Services or your participation in any Event is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and Kicks4Chris Foundation other than that of independent contractors. These Terms of Use may not be assigned by you.

PLEASE VIEW OUR PRIVACY POLICY.

18. Current and Prior Versions of These Terms

The Terms were last revised and posted November 30, 2015, and effective on that date.