

# Privacy Policy

KQLD, LLC t/a Dominique Dawes Gymnastics Academy (“Company,” “we,” “us,” or “our”) respects your privacy and is committed to protecting it through compliance with this Privacy Policy (“Policy”).

This Policy describes the type of information we may collect from you or that you may provide when you visit our website(s) (the “Website”) and our practices for collecting, using, maintaining, protecting, and disclosing that information. This Policy applies only to data gathered on this Website and from direct communication between you and the Website. It does not apply to any other information we collect through other channels, such as information that we collect offline, from any third-party website, or from other communication methods such as phone or emails. Through our Website, you may access other third-party websites that are not operated by us, and this Privacy Policy does not apply to those third-party websites, so please refer to their respective privacy policies, data practices, and terms of use.

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you expressly and affirmatively agree to the terms of this Policy and consent to the collection, processing, and disclosure of your information, and consent to receive communications from us, which include, but are not limited to, emails and text messages as described below.

## Personal Information

Personal Information is any information that may, directly or indirectly, identify, relate to, or describe you through particular reference to a unique identifier, including name, postal address, email address, telephone number, location data, online identifier, or to one or more factors that are specific to your physical, physiological, genetic, mental, economic, cultural, or social identity. Personal Information also includes inferences drawn from any of the information collected to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

In order to operate the Website in an efficient and effective manner, we may collect Personal Information, including, but not limited to, name, email address, mailing address, phone number, geographic location, and other information that may, directly or indirectly, reveal your personal identity and which you may provide to Company during your use of the Website.

If you make any payments on or through this Website, your payment information (e.g., credit or debit card type, number, and expiration date) and related information (e.g., billing address) may be collected by us and/or our third-party payment processors.

If you connect to the Website using Facebook, Instagram, Google, or another social networking site (each a “Social Networking Site”), we may receive information that you authorize the Social Networking Site to share with us, which may include public profile information, birthday, current

city, work, school, and email address. This information constitutes Personal Information and is therefore subject to this Policy. Any information that we collect from your Social Networking Site account may depend on the privacy settings you have set with the Social Networking Site, so please consult the Social Networking Site's privacy and data practices. You have the ability to disconnect your Social Networking Site account from your Company account by adapting the privacy settings in your Social Networking Site account. If you come to the Website through a Social Networking Site, from another website, or with devices that enable third parties to collect information from or about you, such third parties receive information about you subject to their privacy policies.

## **Automatic Data Collection**

The Company's operating system may automatically record some general information about your visit to the Website. For example, as you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns including, but not limited to, computer and internet connection, computer and server IP address, operating system, browser type, browser versions, details of your visits to our Website such as duration and time of visit, traffic data, location data, and logs. The Company may automatically track certain information based upon your behavior on the Website and uses this information to do internal research on the Company's users' demographics, interests, and behavior. If you permit the Website to access location services on your mobile device, the Company may also collect the precise location of your device when the Website is running in the foreground or background.

The Company may use cookies, flash cookies, web beacons, log file information or other similar technology in connection with automatic data collection for the purpose of storing your information so that you will not have to re-enter it during your visit or the next time you visit the Website; providing custom, personalized content and information; and monitoring aggregate metrics such as total number of visitors and pages viewed. You can voluntarily opt-out of cookie collection by the Company by altering the settings of your web browser. Most Internet browsers enable you to erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored. Please be aware, however, that some the Company features, or services may not function properly without cookies.

## **Use of Personal Information**

The Company collects and processes Personal Information to present our Website and its contents to you to: provide you with information, products, lessons, classes, tutorials, events, and/or other services that you request or purchase from us; communicate with you regarding our products and/or services, our marketing, and other topics; research, develop, and improve our products and/or services, carry out our obligations and enforce our rights arising from any transactions between you and the Company, including for billing and collection; notify you about changes to our Website or any products or services we offer or provide through it; carry out our business purpose; comply with all applicable laws, such as tax laws and regulations; and fulfill any other purpose for which you provide Personal Information.

By using the Website, you agree that the Company may use your Personal Information to contact you and deliver information to you that, in some cases, is targeted to your interests (such as certain of our or third parties' goods and services) or provide administrative notices or communications applicable to your use of the Website. In the event that you provided your email address to us, we may send you promotional emails about the products or services we offer or any news about us. By accessing the Website, you expressly agree to receive this information via email, text, or by any other mode of communication provided by you. If you do not wish to receive these communications, we encourage you to opt out of any further receipt by following the opt out provisions provided in each such communication.

Personal Information may be collected and used by the Company to customize the Website to provide a better user experience and to enhance or maintain Website security. We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. The Company may also aggregate certain non-personally identifiable information about its users and use such anonymous information to prepare reports that it provides to its users. The Company may also disclose your Personal Information to certain third-party vendors, including payment processors, banks, and website support service providers, for the purposes of processing your payments to the Company. Personal Information may also be disclosed to third parties in order to evaluate a possible business transaction such as a merger or sale of the company; provided, however, that the recipient of Personal Information will be required to maintain such Personal Information in confidence. The Company may disclose your Personal Information to our subsidiaries and affiliates as deemed necessary in the general course of business. The Company may also disclose specific Personal Information when we determine that such disclosure is necessary to comply with the law, to cooperate with or seek assistance from law enforcement, or to protect the interests or safety of the Company or other users of the Website. The Company may use your Personal Information to enforce or apply our Terms and Conditions or other Company policy or terms of use. By using the Website, you hereby authorize such use of your Personal Information as described in this section.

The Company will not sell your Personal Information to a third party. You may expressly direct the Company to keep your Personal Information private and to not sell any of your Personal Information by writing to the Company at [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com).

## **Personal Information Storage; Retention Period**

The Company may collect and store any Personal Information that you provide to the Company on its data platform and/or a third-party server. The Company reserves the right to retain your Personal Information and non-personally identifiable information indefinitely except where prohibited by federal, state, or local law.

## **Credit Card Security**

If you enter credit card information on the Website in connection with a purchase of products or services from the Company, or any similar transaction, that information is sent directly from your browser to the third-party service provider we use to manage credit card processing and we do not store it on the Company's servers. When entering your credit card information, you may be

redirected to the third-party service provider's site. You should refer to such third-party service provider's privacy policies, data practices, and terms of use for additional information. By providing your credit card information through a third-party service provider, you expressly agree to all of its applicable terms and conditions.

## **Data Security**

The Company employs commercially reasonable efforts to ensure the security and privacy of the data and information the Company collects online and maintained by third parties such as Jackrabbit Technologies, Inc. and SafeSave Payments. Unfortunately, however, no security system can be guaranteed to be 100% effective as the Internet is not a completely secure medium. Therefore, although the Company is committed to protecting your privacy, the Company cannot and does not guarantee, and you should not expect, that your Personal Information, private communications, or other user content will always remain private. To protect your privacy, please do not use the Website to communicate information that you want kept confidential. The Company will not be responsible for any damages you or others may suffer as a result of the loss of confidentiality of any such information.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a username and password for access to certain parts of our Website, you are responsible for keeping this username and password confidential. We ask you not to share your username or password with anyone.

As a user of the Website, you understand and agree that you assume all responsibility and risk for your use of the Website, third-party materials, the Internet generally, and the documents and/or material you access, and for your conduct on the Website. Further, you are responsible for restricting access to your computer or mobile device through which you access the Website.

## **Accessing Your Personal Information**

Every user of the Website is entitled to the following: (i) the right to request copies of your Personal Information, (ii) the right to request that the Company correct any Personal Information that you believe is inaccurate or incomplete; (iii) the right to request that the Company erase your Personal Information; (iv) the right to request the Company restrict its processing of your Personal Information; (v) the right to request that the Company transfer your Personal Information to another organization or directly to you. You acknowledge that any requests made pursuant to this section must be in writing and provided to the Company at 22530 Gateway Center Drive, Suite 700 Clarksburg, Maryland 20871 or [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com).

You can review and change your Personal Information by logging into the Website and visiting your account profile page. You may also send us an email at [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com) to request access to, correct or delete any Personal Information that you have provided to us. Please note that we may not be able to delete your Personal Information except by also deleting your user account. We may not accommodate

a request to change Personal Information if we believe the change would violate any law or legal requirement or cause the Personal Information to be incorrect.

## **Additional Privacy Rights**

Certain jurisdictions may provide you with certain privacy rights under applicable data protection or privacy laws regarding the Personal Information you provide to the Company. In particular:

If you are a resident of Canada, the EU, EEA, UK, or Switzerland whose personal data is subject to the Canada Personal Information Protection and Electronic Documents Act (“PIPEDA”), EU data protection law (“GDPR”) or the UK Data Protection Act 2018, you have certain privacy rights to: be informed, request access to your Personal Information, request correction of any Personal Information that is inaccurate, request erasure of your Personal Information, restrict or suppress your Personal Information, object to the processing of your Personal Information, request the transfer of your Personal Information to you or to a third party, and object to how your Personal Information is used in automated decision making, if applicable. If you wish to enact your rights, please contact the Company by emailing us at [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com). By continuing to use this Website without “opting out” from any of the above rights, you expressly and affirmatively agree and consent to the collection, processing, and disclosure of your Personal Information as set forth herein and in any other published Company policy.

If you are a resident (natural person) of California whose Personal Information is subject to the California Consumer Privacy Act of 2018 (“CCPA”), you have additional privacy rights relating to your Personal Information, such as to be informed about: certain categories of Personal Information collected by the Company, certain sources from which Personal Information is collected, the purpose for which the Personal Information is collected, the categories of third-party recipients of the Personal Information, and your rights and choices regarding your Personal Information, including how to exercise such rights. You may also expressly direct the Company to keep your Personal Information private and to not sell any of your Personal Information by writing to the Company.

California’s “Shine the Light” law (Civil Code Section § 1798.83) allows Company’s Website users that are California residents, to request certain information pertaining to Company’s disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please contact the Company by emailing us at [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com).

Please note that we do not currently sell data triggering certain states’ opt-out requirements.

If you choose to provide your email address to us, the Company may send you emails and other messages with personalized offers and information about products and services, and we may use Personal Information for advertising purposes and other online services. The Company provides you the opportunity to opt-out of receiving marketing communications from the Company and

the Company partners and gives you the option to remove your information from the Company's database, and to not receive future marketing communications. The Company may use third-party advertising companies to display advertisements on the Company's Website. Such advertisements may provide links to third-party websites. The Company does not endorse these third-party websites and is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk. These companies may use information about your visits to these and other websites in order to provide advertisements about goods and services of interest to you. The third-party advertising companies who deliver ads for the Company on the Website may place or access cookies on your computer when you click on their website to distinguish your web browser and to keep track of information relating to serving ads on your web browser, such as the type of ads that may be shown on the Website. The third-party advertising companies may use cookies to keep track of the websites that your web browser visits across the advertising provider's network of websites with whom it works. These companies may combine this information with other information they have collected relating to your web browser's activities across their network of websites. These third-party companies operate under their own privacy policies and the Company encourages you to be aware of the privacy policies of such companies before you choose to allow them to place a cookie on your web browser by clicking on their website. The Company does not have control over or access to any information contained in the cookies that are set on your computer by third-party advertisers.

If the Company processes your Personal Information in reliance upon your consent, you can contact the Company at any time to withdraw your consent.

The Company will respond to such requests in accordance with the requirements of applicable data protection laws. Please note that in order to fulfill your request, the Company may need you to provide certain information to verify your identity. Depending upon applicable data protection and privacy law, individuals may also designate an authorized agent to exercise these rights on their behalf.

## **Changes to Privacy Policy**

The Company reserves the right, in its sole discretion, to update, change, modify, amend, add, or remove portions of this Policy from time to time without notice. No amendment, modification, extension, limitation, waiver, or termination of this Policy by you shall be valid except with the written consent of the Company. We encourage you to periodically review this page for the latest information on the Company's privacy practices. Your continued use of the Website is subject to the most current effective version of this Policy. If you object to the Policy after it becomes effective for you, you may no longer use the Website.

## **Release and Indemnification**

You hereby agree to release, defend, indemnify, and hold harmless the Company and its owners, members, managers, agents, representatives, insurers, employees, parents, subsidiaries, related

and affiliated entities, successors and assigns, from and against any and against third party claims, liability, contributions, compensation, damages, judgments, losses, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with: (i) your use of the Website, Company IP (as defined in the Company's Terms and Conditions), User Content (as defined in the Company's Terms and Conditions), or other material, (ii) your use of any products or services of the Company provided to you, (iii) your breach of the Privacy Policy, the Company's Terms and Conditions, or any other published policy of the Company, (iv) the collection, use, processing, maintenance, storage, retention, sharing, disposal, sale, lease, transfer or disclosure of your Personal Information by the Company or any third-party vendor or service provider engaged by the Company, (v) your use of any trademarks, logos, and/or other intellectual property in violation of any third party rights, and (vi) mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance including any claims you might have under laws protecting intellectual property and personal privacy.

## **Assignment**

If the Company sells or transfers all or substantially all of its assets or undergoes any other change in management or ownership control of the Company, Personal Information may be among those assets that are transferred. The Company will ensure that the security measures set forth herein remain throughout the transition.

## **Dispute Resolution**

By using the Website, you agree to promptly notify the Company in writing of any disputes or claims arising out of or relating to the Website or the Personal Information that is collected, processed, stored, retained, shared, transferred, or disposed of by the Company, and agree to work with the Company in good faith to promptly resolve such dispute or claim on reasonable terms. To the extent you and the Company are unable to resolve such dispute, you and the Company hereby agree that such dispute shall be submitted to a neutral third-party mediator located in the State of Maryland before the commencement of any legal action.

## **Target Audience**

The Website does not knowingly collect information from children under the age of 16 and no part of the Website is designed to attract children under the age of 16. The Company is designed and intended to be used by adults, which may include parents or guardians. Anyone under the age of 16 is not permitted to use the Website, register, or create an account with the Company, or provide Personal Information to the Company. If we learn we have collected or received Personal Information from a child under the age of 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under the age of 16, please contact us at 22530 Gateway Center Drive, Suite 700 Clarksburg, Maryland 20871 or [info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com).

## **Governing Law; Jurisdiction; Venue**

This Policy and its validity, construction, enforcement, and interpretation shall be governed by the laws of the State of Maryland, without reference to choice of law rules. You agree that any action concerning the terms of this Policy, which are not resolved through the dispute resolution procedure set forth above, shall be brought exclusively in the Courts of Montgomery County, Maryland, USA, and you agree to accept service of process pursuant to Maryland Rules and procedures.

## **Waiver of Jury Trial**

YOU HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF OR OTHERWISE RELATED TO THIS POLICY OR YOUR USE OF THE WEBSITE.

## **Rights You Agree To Give Up**

If either you or we choose to litigate any claim, then you and we agree to waive the following rights: **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST THE COMPANY WHETHER IN COURT OR IN ARBITRATION.**

## **Contact Us**

If you have any questions about this Policy, please write to the Company at:

22530 Gateway Center Drive, Suite 700  
Clarksburg, Maryland 20871

- or -

[info@dominiquedawesgymnasticsacademy.com](mailto:info@dominiquedawesgymnasticsacademy.com)