

## KITE FORCE ACADEMY LLC PRIVACY POLICY

Kite Force Academy LLC attempts to provide current and accurate information on its website and in all written and oral communications. Kite Force Academy LLC does not warrant, however, that the information posted on its website or otherwise communicated is correct, accurate or complete. Information communicated by Kite Force Academy LLC does not create a contract, whether express or implied, and should not be deemed as such. The sole remedy of a customer acting on incorrect, inaccurate or incomplete information is to request a cancellation of the order placed based on this information. While Kite Force Academy LLC makes commercially-accepted best efforts to maintain the security and privacy of its customers' transactions, Kite Force Academy LLC's liability in all cases of third-party theft or misuse is limited strictly to the funds which Kite Force Academy LLC has already collected in connection with its customers' most recently-placed order. KITE FORCE ACADEMY LLC'S WEBSITE, LESSONS, CAMPS, SERVICES, EQUIPMENT AND/OR MERCHANDISE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Kite Force Academy LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF Kite Force Academy LLC'S WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND/OR ANY PRODUCT PURCHASED FROM Kite Force Academy LLC IS ASSUMED AT YOUR SOLE RISK, BY YOUR OWN FREEWILL AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY CONSEQUENCES, DAMAGES AND/OR INJURIES ARISING FROM THIS USE. Kite Force Academy LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Kite Force Academy LLC IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICES, EQUIPMENT AND/OR MERCHANDISE PURCHASED FROM OR SOLD BY Kite Force Academy LLC, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES. You agree that the laws of the Missouri, without regard to principles of conflict of laws, will govern any and all disputes of any sort that may arise between you and Kite Force Academy LLC, its suppliers, members, managers, principals, directors, officers, employees, agents, volunteers, affiliated offices and/or shops.

**PRIVACY POLICY:** Your privacy is very important to Kite Force Academy LLC. Therefore, this privacy policy is intended to describe the information that Kite Force Academy LLC may gather about you, and the purpose for which such information is used. You may interact with Kite Force Academy LLC in person or through its website in numerous ways, including, but not limited to, contacting us via telephone, mail, facsimile or e-mail, placing an order via our website, downloading images or text from our website, participating in contests, voting in on-line polls, etc. Kite Force Academy LLC may collect certain personally-identifiable information during these types of interactions including, but not limited to, your name, address(es), e-mail address, telephone number(s) and credit card information. Kite Force Academy LLC assures you that it will use your personally-identifiable information only to fulfill your orders, respond to your inquiries or provide you with information. Moreover, Kite Force Academy LLC requires that its agents and affiliates who have access to your personally-identifiable information protect this information according to this privacy policy; that is, they may not use any personally-identifiable information that you may provide for any purpose other than to carry out the services they are performing for Kite Force Academy LLC. Kite Force Academy LLC may disclose, however, your personally-identifiable information in response to certain legal processes, e.g., a court order, subpoena or law enforcement agency's request. Kite Force Academy LLC uses several of the latest encryption technologies to ensure the privacy and security of your on-line purchases. Your personally-identifiable information, including your credit card information, is encrypted for maximum security, and your credit card and billing information cannot be revealed to a third-party as it is transmitted to our ordering system, or to anyone attempting to access Kite Force Academy LLC's website remotely. Kite Force Academy LLC assures you that it has implemented the requisite physical, electronic and managerial processes to prevent unauthorized access to its customer accounts and to maintain data security. Additionally, it should be noted that when you visit Kite Force Academy LLC's website, a log of certain non-personally-identifiable information is created. This non-personally-identifiable information generally includes the type of browser that you are using (e.g., Internet Explorer, Netscape, etc.), the type of operating system that you are using (e.g., Windows XP, Mac OSX, etc.) and the domain name of your internet service provider (e.g., Earthlink, AOL, MSN, etc.). This information is logged through the use of "cookies." "Cookies" are small data text files, which files a website stores on your computer's hard drive (if your web browser permits), that may be retrieved to reveal your identity to Kite Force Academy LLC. "Cookies" also make your use of Kite Force Academy LLC's website easier by, for example, allowing you to retrieve an earlier shopping cart and helping Kite Force Academy LLC maintain a secure website. You will be unable to shop on Kite Force Academy LLC's website unless your web browser is set to accept "cookies." Kite Force Academy LLC may use this non-personally-identifiable information that it collects to analyze its website traffic and to make website design changes to improve your overall on-line experience.