

Lovemygroups.com Privacy Policy and Terms of Service

**PLEASE READ THE FOLLOWING TERMS AND POLICIES CAREFULLY.
WHEN YOU USE OUR WEBSITE AND SERVICE YOU ACKNOWLEDGE
THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY
THESE TERMS AND POLICIES.**

TERMS OF SERVICE Updated 3/30/2023

Illegal or Abusive Usage is Strictly Prohibited: You must not abuse, harass, threaten, impersonate or intimidate other users of our website. You may not use Lovemygroups.com's service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content. Should you be found to have engaged in illegal or abusive usage of our website, Lovemygroups.com will suspend your account or usage as applicable.

Electronic Communication: When you visit our website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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product listings, descriptions, or prices; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Lovemygroups.com. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information including but not limited to images, text, page layout, or form of Lovemygroups.com without express written consent. You may not use any meta tags or any other "hidden text" utilizing Lovemygroups.com's name or trademarks without the express written consent. Any unauthorized use terminates the permission or license granted. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Lovemygroups.com so long as the link does not portray Lovemygroups.com, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Lovemygroups.com logo or other proprietary graphic or trademark as part of the link without express written permission.

Your Account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Lovemygroups.com reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Risk of Loss: All items purchased from Lovemygroups.com are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Disclaimer of Warranties and Limitation of Liability

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY Lovemygroups.com ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. Lovemygroups.com MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law: By visiting our website, you agree that the laws of the State of Tennessee, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Lovemygroups.com.

Disputes: Any dispute relating in any way to your visit to our website or to products or services sold or distributed by Lovemygroups.com in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 shall be adjudicated in any state or federal court in the County of Wilson in the State of Tennessee, and you consent to exclusive jurisdiction and venue in such courts.

ONLINE PRIVACY POLICY

Lovemygroups.com and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Online Privacy Policy that guides how we collect, store and use the information you provide online. Please note that this policy applies only to sites maintained by Lovemygroups.com and its subsidiaries, and not to web sites maintained by other companies or organizations to which we link.

If you have questions or concerns regarding this statement, you should first contact Lovemygroups.com at the email address or postal address specified on our homepage.

Information Collection and Use

Our primary goals in collecting personally identifiable information are to provide you with the product and services made available through our web site, including, but not limited, our services, to communicate with you, and to manage your registered user account, if you have one.

Information Collected Upon Registration: If you desire to have access to certain restricted sections of our web site, you will be required to become a registered user, and to submit certain personally identifiable information to Lovemygroups.com. This happens in a number of instances, such as when you sign up for our services, or if you desire to receive marketing materials and information. Personally identifiable information that we may collect in such instances may include your IP address, full user name, password, email address, city, time zone, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile.

Use of Contact Information: In addition, we may use your contact information to market to you, and provide you with information about, our products and services, including but not limited to our services. If you decide at any time that you no longer wish to receive such information or communications from us, please follow the unsubscribe instructions provided in any of the communications.

Log Data: When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website as Log Data. This Log Data may include information such as your IP address, browser type or the domain from which you are visiting, the websites you visit, the search terms you use, and any advertisements on which you click. For most users accessing the Internet from an Internet service provider the IP address will be different every time you log on. We use Log Data to monitor the use of the Site and of our Service, and for the Site's technical administration. We do not associate your IP address with any other personally identifiable information to identify you personally, except in case of violation of the Terms of Service

Cookies and Other Technologies

Cookies: We use cookies and other technologies to passively collect demographic information, personalize your experience on our site and monitor advertisements and other activities. Cookies are small files downloaded to your computer to track movements within web sites. We may link cookie information to personal information. Cookies link to information regarding what items you have selected for purchase at our store or pages you have viewed. This information is used to keep track of your shopping cart and make sure you don't see the same ad repeatedly. Also, we use cookies to deliver content specific to your interest and to monitor website usage. Some of our sites use an outside ad company to display ads. These ads may contain cookies. Our ad companies collect cookies received with banner ads, and Lovemygroups.com does not have access to this information. Most browsers are automatically set to accept cookies whenever you visit a website. You can disable cookies or set your browser to alert you when cookies are being sent. However some areas of our sites will not function properly if you do so. Please note that this privacy policy covers the use of cookies by Lovemygroups.com only and does not cover the use of cookies by any advertisers.

Other Technologies: Other technologies used include clear GIFs and IP address logging. Clear GIFs also known as web bugs, beacons or tags, are small graphic images placed on a web page, web-based document, or in an e-mail message. Clear GIFs are invisible to

the user because they are typically very small (only 1-by-1 pixel) and the same color as the background of the web page, document or e-mail message. We do not use clear GIFs to collect personal information about you. However, we may use clear GIFs to capture statistical usage information for our web pages, features or other elements on a web page. We may correlate this information to a user to personalize user experience and for statistical analysis of user experiences on our web pages.

Third Parties

Third Party Services: Members may register for other services from our website. Certain products and/or services available on our site are provided to you in partnership with third party(s) and may require you to disclose personally identifiable information in order to register for and access such products and/or services. Such products and/or services shall identify the third party partners at the point of registration. If you elect to register for such products and/or services your personally identifiable information will be transferred to such third party(s) and will be subject to the privacy policy and practices of such third party(s). We are not responsible for the privacy practices and policies of such third party(s) and, therefore, you should review the privacy practices and policies of such third party(s) prior to providing your personally identifiable information in connection with such products and/or services.

Service Providers: We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

Law Enforcement: We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of Lovemygroups.com or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law.

Business Transfers: We may sell, transfer or otherwise share some or all of its assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

Lovemygroups.com Fees, Payments, and Services

The services Lovemygroups.com provides via the Lovemygroups.com Hub software is fully detailed in the Hub Administrator's User Guide and can be experienced online using the Lovemygroups.com preview site prior to establishing an account. When an account is established, the account owner agrees to the terms and conditions established by Lovemygroups.com.

Software as a Service

Lovemygroups.com is considered Software as a Service (SaaS) because the service of organizing account information is provided to the account owner and users authorized by the account owner. No physical software or tangible products are provided to the account owner. Other than an initial set up charge, the account owner is only required to pay for services as they are utilized, on a yearly basis, based on the number of user families that participate in the account owner's group, co-op, tutorial, or general organization.

Access Fee to Lovemygroups.com

Access to Lovemygroups.com is established at setup with a nominal setup charge. This charge pays for Lovemygroups.com services to create the database for the account, to make configuration changes on behalf of the account owner to alter the processing characteristics of the service when acting on the account information, to create and authorize initial administrator accounts, and to provide helpful information on how the account owner can best use the service. This setup charge may be taxable in certain states, and in those cases sales tax may be charged in addition to the setup charge.

Processing Fees – Homeschool School Groups/Co-ops/Tutorials

Lovemygroups.com also will charge fees on an annual basis, depending upon the school/co-op/tutorial registration schedule. Fees are collected in one of two ways, depending on the features used by the account owners.

Account Invoice—If the account owners opt to NOT use Online Payments for the account users, or are using it for some but not all users, Lovemygroups.com will charge the following fees for use of the service:

The Hub: \$6.50 per year per family
The Toolbox: \$6.50 per year per family
Combination Hub and Toolbox: \$10 per year per family
Mid-Year Service – prorated from time of signup to the main registration invoice. Renews at full year price after main registration

Fees are generally assessed from May 1 to April 30 for schools with their primary registration in the Spring, or September 1 to August 31 for schools

with their primary registration just before school starts. Mid-Year fees are applicable to schools who join during the “off” time period between major registrations, to give the school the opportunity to bring their families on board, begin using the Message Board, and plan classes and registration at a reduces startup fee.

Fees will be calculated based on each user family who participates in the group’s registration process, and will be invoiced to the school group/co-op/tutorial account owner for payment, or subscriptions may be purchased by the group online. Where applicable according to state laws, state and local sales tax may be added to the fees according to the jurisdiction where the school group/co-op/tutorial resides. Payment will be due within 15 days of invoice for the account to remain available for use. Lovemygroups.com may assess a yearly subscription fee to any users/families who wish to participate in using the service for an account that has used up all paid subscriptions, and may require the family to pay the user subscription fee online before gaining access to the service. Applicable sales tax may be added to the fee according to the jurisdiction where the school group/co-op/tutorial is located.

Online Payments—If the account owners opt to include Online Payments for all account users, Lovemygroups.com may charge the following fees automatically for use of the service in lieu of an invoice

The Hub: \$6.50 per year per family

The Toolbox: \$6.50 per year per family

Combination Hub and Toolbox: \$10.00 per year per family

Mid Year service: prorated by months based on current families or expected families, renews automatically each year unless cancelled (reminder emails will be sent prior to renewal).

Fees are generally assessed from May 1 to April 30 for schools with their primary registration in the Spring, or September 1 to August 31 for schools with their primary registration just before school starts. Mid-Year prorated fees are applicable to schools who join during the “off” time period between major registrations, to give the school the opportunity to bring their families on board, begin using the Message Board, and plan classes and registration at a reduces startup fee.

In the future, fees may be assessed per user family as a processing fee when the family makes their first payment to the school/co-op/tutorial for each yearly registration, or when they begin the registration cycle. Where applicable according to state laws, state and local sales tax may be added to the processing fee according to the jurisdiction where the school group/co-op/tutorial is located.

Payments and Accounts Within the System

As a subscriber to Lovemygroups.com you may choose to make use the Payments function of the system, which links Lovemygroups.com software to Stripe.com. By using the Payments portion, you agree to and understand the following terms of use:

1. Lovemygroups.com does not store credit card or bank account information. All payment processing is performed by Stripe and card and bank account information is maintained by them.
2. Lovemygroups.com facilitates transactions between your organization and participating payment recipients and your customers. The amounts exchanged are based on your input to the Lovemygroups.com system, and Lovemygroups.com does not have any liability whatsoever for the amounts charged and paid through the Lovemygroups.com system. All transactions are the responsibility of your organization and any participants who take part in the payment functions of Lovemygroups.com.
3. Any refunds, transaction fees, account fees, or other payment related fees are solely your responsibility when you choose to use the payment features of Lovemygroups.com.
4. PCI Compliance – Lovemygroups.com maintains PCI Compliance in accordance with our agreements with Stripe.com and our credit institutions.
5. Taxes and Compliance – It is up to individual groups to be compliant with local, state, and federal tax laws for their state, as well as merchant compliance if necessary. Lovemygroups.com is not a legal representative, nor does Lovemygroups.com or its staff provide advice related to taxes, merchant compliance, or other matters of legal nature. Lovemygroups.com, its officers, and staff will not have liability for groups who do not properly manage, report, or pay taxes or manage merchant compliance according to their local, state, and federal laws.
6. Transaction and Processing Fees - Lovemygroups.com uses Stripe.com for payment processing, and depending on the type of fee, there will be transaction fees removed from payment amounts according to the type of payment. This includes processing fees through Lovemygroups.com integration services with Sent Software as well. Transaction Fees are different for our individual products, due to additional overhead with our free mobile app and associated services:

Lovemygroups.com Hub

- a. Credit Card, Debit Card :
2.9% of payment amount + \$0.55 per transaction
No Maximum transaction fee amount
Funds transferred automatically to account within 2 business days
- b. ACH Debit
ACH Debit requires a yearly subscription based on the number of families as registered and billed for the Hub or Toolbox services. The fee shall be a minimum of \$199 per year for the ACH Debit “Premium” service and shall increase by \$50 per every 1-25 families over 50.

Return Fees: Incorrect account when registered: \$5

Other return fees during or after registration: \$15

Funds transferred automatically to account within 5-7 business days

- c. ACH payment is not guaranteed to be an option for all types of payments within Lovemygroups.com
- d. ACH refunds are the responsibility of the two parties between which the funds passed, and are not currently supported by the system.
- e. ACH requires additional verification which setting up ACH accounts
- f. Refunds for Credit Card transactions may be accomplished via the Stripe account for the person or entity (group) to whom the payment was made.
- g. The system offers a feature where a single card or ACH authorization may initiate transactions to the group and or one or more members of the group (teachers, coordinators, etc). Each individual who receives payment is a unique individual transaction subject to the minimum transaction fees.
- h. Transaction fees are automatically deducted from all transactions. It is the group's responsibility to either choose to have the system automatically add a convenience fee that covers the transaction fees, or add money to the initial amount charged, so that transaction fees are accommodated.

Lovemygroups.com Mobile Application Activities Transactions

- a. Credit Card, Debit Card :
2.9% of payment amount + \$1.25 per transaction
No Maximum transaction fee amount
Funds transferred automatically to account within 2 business days
- b. ACH is not a payment method available from the mobile application
- c. Refunds for Credit Card transactions may be accomplished via the Stripe account for the person or entity (group) to whom the payment was made.
- d. Transaction fees are automatically deducted from all transactions. **It is the group's responsibility cover the transaction fee costs in the the initial amount charged.**
- e. **Transaction Fee amounts may be LESS than the amounts shown herein without modification of the information in this document. If Lovemygroups.com or its associated third parties deem it reasonable to change the per transaction amount to an amount less than the stated amounts in these terms, no modification of these terms will be made, and Lovemygroups.com will notify you of the change. This does not limit Lovemygroups.com or its associated third parties from making an increase of fees back to the stated fees in these terms, and such change may take place without further consent. You will be notified of the change when it takes place.**

Data Storage

Lovemygroups.com provides storage for a minimum of 2Gb of information for an account. Old message board files and data older than 4 years may be removed from the site if necessary to keep storage space cost effective, after notification is sent to the account owner and the owner is given the opportunity to retrieve the data by mechanisms provided in the Lovemygroups.com service, which will include at a minimum printing and downloading viewable information. In addition, Lovemygroups.com reserves the right to modify uploaded electronic media in order to compress or resize photos, videos, audio files, and so forth, or to reject media that exceeds a specified size (currently 20Megabytes).

Protection of Information

Our Privacy Policy and Terms of Service document details Privacy Policy terms, which apply to any personally identifiable information collected and stored as part of the Lovemygroups.com service. In addition, specific high-risk information including Social Security Number and passwords will be stored in secure encrypted format to protect them from being acquired and used. Lovemygroups.com makes data backups on a nightly basis, maintains at least one week of redundant backups at a secondary backup site, and also participates in hosting service backup processes. Account information may also be printed and downloaded from the various screens made available to account users through the Lovemygroups.com service. Complete database files for a Hub account may be provided on an as-needed basis for a nominal service charge – a minimum of \$500 per request.

Cancellation and Refunds

The service may be cancelled at any time, but fees that are already paid are non-refundable under any circumstance unless prohibited by state law. Since service subscription fees are based on access to the service, for any part of a year, based on the number of families subscribed at the time of payment, by your use you agree that any part of the year that the purchasing entity utilizes the service has provided you with value that is compensated by the payment of the service subscription fee. Many groups serviced by the system have one-time yearly registration periods, where the majority of the Hub system functions are exercised and utilized for a 2-3 month registration period where the majority of the system benefits are realized. Therefore it is not reasonable to allow the system to be used for a short period and then allow for cancellation and refund after the time of heaviest use and greatest gain is complete.