

Kincade Productions, LLC

Website Terms Of Use Agreement

This Kincade Productions, LLC Website Terms Of Use Agreement Was Last Updated July 9, 2023, At 5:00 PM.

The following are the Kincade Productions Website Terms of Use Agreement, also referred to as "terms," "terms of use," and "agreement." Kincade Productions, LLC is also referred to as "Kincade Productions," "we," and "our" throughout this agreement. The Customer is anyone purchasing Kincade Productions courses or materials and is also referred to as "you" and "your" throughout this agreement. The Kincade Productions Website is also referred to as the "website" and "site" throughout this agreement. The Kincade Productions website's content is also referred to as "courses" and "materials" throughout this agreement.

Kincade Productions, LLC provides details regarding processing our customers' data in our **PRIVACY POLICY** below.

Any changes to the Kincade Productions, LLC Website Terms of Use Agreement are binding. Kincade Productions, LLC may change the terms of use at any time and without advance notice. All changes are effective immediately upon posting. Your continued use of the Kincade Productions Website constitutes your agreement to all such terms and conditions. You should read these terms of use on occasion to be aware of any changes.

By using the Kincade Productions Website, you indicate that you accept Kincade Productions, LLC Website Terms of Use Agreement, and you agree to abide by all stated in this agreement. Your remedy for dissatisfaction with the website or site contents is to stop using the Kincade Productions Website.

If any provision of this agreement is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck and shall not affect the validity or enforceability of the remaining provisions. Your rights under these terms of use are personal, nonexclusive, and nontransferable. Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of this agreement. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in this agreement, nothing herein shall be deemed to confer any third-party rights or benefits. We may change the Kincade Productions, LLC Terms of Use Agreement from time to time without advance notice.

The rights granted to you by Kincade Productions, LLC and this Website Terms of Use Agreement will terminate automatically upon any breach by you of these Terms of Use unless we otherwise expressly agree in writing. Still, the other provisions of these Terms of Use will survive any such termination. We reserve the right at any time, in our sole discretion, to cease providing any content, change or discontinue any aspect or element of the Website, or cease making the Website available.

We have the right to fully cooperate with law enforcement authorities requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Kincade Productions Website. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this agreement.

1. ACCESSING THE KINCADE PRODUCTIONS WEBSITE 2. ACCOUNTS 3. COURSE PURCHASE 4. REFUNDS 5. PRIVACY 6. INTELLECTUAL PROPERTY RIGHTS-- COPYRIGHT INFRINGEMENT 7. YOUR OBLIGATIONS AND REPRESENTATIONS 8. RELIANCE ON INFORMATION POSTED 9. NO PROMISES-- DISCLAIMER AND LIMITS TO LIABILITY 10. SUBSCRIPTIONS AND OTHER TERMS AND CONDITIONS 11. LINKS FROM THE WEBSITE 12. CHANGES 13. EQUITABLE RELIEF 14. GOVERNING LAW AND JURISDICTION 15. DISPUTE RESOLUTION 16. INDEMNIFICATION 17. SEVERABILITY 18. WAIVER AND AMENDMENT 19. GEOGRAPHIC RESTRICTIONS 20. COMPLETE UNDERSTANDING 21. YOUR COMMENTS AND CONCERNS

1. ACCESSING THE KINCADE PRODUCTIONS WEBSITE

You are responsible for making all arrangements necessary for you to access the Kincade Productions Website and site content, including streaming and viewing courses, and downloading site materials. We reserve the right to withdraw or amend the Kincade Productions Website and any content that we provide on the Kincade Productions Website, at our sole discretion and without notice to you. You may only make non-commercial uses of the Website and content. We will not be liable if, for any reason, all or any part of the Kincade Productions Website is unavailable at any time or for any period. The website content consists in part of a series of videos of Kincade Productions, LLC. Kincade Productions, LLC owns the copyright and other rights in the site and the content. You may use the Website and content only as specified in this agreement.

2. ACCOUNTS

You need an account to access the Courses and Materials housed on the Kincade Productions Website. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address.

You have complete responsibility for your account and everything that happens on your account, including any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account without their permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us the login credential information for that account. In the event of the death of a user, the account of that user will be closed.

If you share your account login credential with someone else, you are responsible for what happens with your account. You must notify Kincade Productions immediately upon learning that someone else may be using your customer account without your permission (or if you suspect any other breach of security) by contacting Support@KincadeProductions.com. We may request some information from you to confirm that you are indeed the owner of your account.

You (our customers) must be at least 13 (thirteen) years of age to create an account on the Kincade Productions Website and access our courses and materials. If you are younger than the required age, you may not set up an account, but we encourage you to invite a parent or guardian to open an account and help you purchase appropriate courses for you. If we discover that you have created an account and are younger than the required age for consent to use online services (for example, 13 [thirteen] years of age in the United States), we will terminate your account.

3. COURSE PURCHASE

When you purchase our courses and associated content, you get a Subscription from us to view it via the Kincade Productions Website and no other use. Don't try to transfer or resell our courses and associated content in any way. We grant you a Full Series Subscription with 365-day access (approximately 12 [twelve] months) from the date of payment to the video series "How To Become a Successful Production Assistant." Access to Subscriptions is granted except when we must disable the Website or courses because of legal or policy reasons. We reserve the right to revoke any Subscription at any point in time if we decide or are obligated to disable access to a course due to legal or policy reasons.

In other words, Kincade Productions, LLC grants you (as our customer) a limited, non-exclusive, nontransferable Subscription to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes per this agreement. All other uses are expressly prohibited. You may not modify, translate, decompile, disassemble, reverse engineer, alter, copy, distribute, redistribute, display, send, perform, reproduce, publish, republish, license, sublicense, create derivative works from, sell, transmit, retransmit, assign, broadcast, rebroadcast, rent, share, lend, adapt, edit, or otherwise transfer or use any course information, content, software, or services obtained from or otherwise connected to Kincade Productions, LLC and the Kincade Productions Website unless we give you explicit permission to do so in a written agreement signed by a Kincade Productions, LLC authorized representative.

Payments When you make a payment, you agree to use a valid payment method.

The prices of courses and materials on the Kincade Productions Website are non-negotiable. On occasion, Kincade Productions will offer promotions and discounts, causing prices to vary in order to implement promotions. **There are no refunds.**

We regularly run promotions and sales for our courses, and specific courses are only available at discounted prices for a set period. The price applicable to a course will be the price when you complete your course purchase (at checkout). Any price offered for a particular course may also be different when you are logged into your account from the price available to users who aren't registered or logged in, because some of our promotions are available to new users only.

You agree to pay the fees for the courses you purchase. You authorize Kincade Productions, LLC to use third-party payment processing partners (Stripe and PayPal) to offer you the most convenient payment methods and keep your payment information secure. Check out our **Privacy Policy** for more details.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payments.

4. REFUNDS

There are No Refunds or Credits for Subscriptions to any courses on the Kincade Productions Website.

5. PRIVACY

All information we collect on the Kincade Productions Website is subject to our Privacy Policy. By using the Kincade Productions Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

You can terminate your account at any time by following the steps in our FAQ. Check our Privacy Policy to see what happens when you close your account.

6. INTELLECTUAL PROPERTY RIGHTS/COPYRIGHT INFRINGEMENT

Neither title nor intellectual property rights are transferred to you by your access to or use of the Kincade Productions Website.

(a) Kincade Productions, LLC and the Kincade Productions Website including all content (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are protected by copyright, trademark, and other laws of the United States. Nothing gives you a right to use the Kincade Productions, LLC name or any of the Kincade Productions, LLC trademarks, logos, domain names, and other distinctive brand features. This agreement permits you to use the Kincade Productions Website for your non-commercial use only. No right, title, or interest in or to the Kincade Productions Website or any content on the Kincade Productions Website is transferred to you; Kincade Productions, LLC, reserves all rights not expressly granted.

(b) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Kincade Productions Website, except as follows: (i) You may store files that are automatically cached by your Web browser for display enhancement purposes; (ii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; and (iii) if we provide social media features at any time, you may take such actions as are enabled by such features.

(c) You may not: (i) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Kincade Productions Website; or (iii) access or use for any commercial purposes any part of the Kincade Productions Website or any courses or materials available through the Kincade Productions Website.

(d) The Kincade Productions name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of Kincade Productions, LLC or its affiliates or licensors. You may not use such marks without the prior written permission of Kincade Productions, LLC. All other names, logos, product and service names, designs, and slogans on the Kincade Productions Website are the trademarks of their respective owners.

Nothing in these Terms of Use or on the Kincade Productions Website will be construed as granting you any right or license to use any trademarks, service marks, or logos displayed on the Website. You agree not to use or register any name, logo, or insignia of Kincade Productions, LLC, or any of its subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by us.

7. YOUR OBLIGATIONS AND REPRESENTATIONS

You may use the Kincade Productions Website only for lawful purposes and in accordance with this Website Terms of Use Agreement.

You agree that you are entering into a legally binding contract with Kincade Productions, LLC by registering, accessing, or using our site. If you do not agree to the Kincade Productions, LLC Terms of Use Agreement, do not register, access, or otherwise use the Kincade Productions Website.

You promise that:

(a) You are of legal age to form a binding contract with Kincade Productions, LLC.

(b) You will not use the Kincade Productions Website in any way that violates any applicable local or international law or regulation.

(c) You will not impersonate or attempt to impersonate Kincade Productions, LLC, a Kincade Productions, LLC employee, another user, or any other person or entity.

(d) You will not do anything that could disable, overburden, damage, or impair the Kincade Productions Website or interfere with any person's use of the Kincade Productions Website.

(e) You will not scrape, spider, use a robot, or use other automated means of any kind to access the Kincade Productions content, courses, and materials.

(f) You will not introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

(g) You will not co-brand or frame the Kincade Productions Website or hyper-link to it without the express prior written permission of an authorized representative of Kincade Productions, LLC.

You may not do any of the following while accessing or using the Kincade Productions Website:

- access, tamper with, or use non-public areas of the platform, computer systems, or the technical delivery systems of Kincade Productions, LLC service providers,
- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems,
- in any way use the Kincade Productions Website to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as Kincade Productions or Kincade Productions, LLC); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website or services, or in any other manner interfering with or creating an undue burden on access to courses or materials.

8. RELIANCE ON INFORMATION POSTED

The information presented on or through the Kincade Productions Website is made available solely for general information purposes. We do not make any statements regarding the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The Kincade Productions Website includes content provided by third parties, including materials provided by other users and third-party licensors. We are not responsible or liable to you or any third party for the content or accuracy of materials provided by any third parties.

9. NO PROMISES—DISCLAIMER AND LIMITS TO LIABILITY

Your use of the Kincade Productions Website or items obtained through the Website is at your own risk. The Website is provided on an "as is" and "as available" basis, without any promises of any kind, either express or implied. Neither Kincade Productions, LLC nor any person associated with Kincade Productions, LLC makes any promise, warranty, or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Without limiting the preceding, neither Kincade Productions, LLC nor anyone associated with Kincade Productions, LLC promises, represents, or warrants that the Website, courses, materials, or any content obtained through the Website or any portion thereof will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes them available are free of viruses or other harmful components, or that the Website or items obtained through the Website will otherwise meet your needs or expectations. Kincade Productions, LLC disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

To the extent permitted by law, Kincade Productions, LLC will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability or otherwise and even if we've been advised of the possibility of damages in advance. Our liability to you or any third parties under any circumstance is limited to the greater of one hundred dollars (\$100) or the amount you have paid us in the twelve (12) months before the event giving rise to your claims. Some jurisdictions don't allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

We may decide to cease making available certain features on the Kincade Productions Website at any time and for any reason. Under no circumstances will Kincade Productions, LLC or its affiliates be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of the performance of the Kincade Production Website caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster, electrical, Internet, or telecommunication outage; or government restrictions.

Legal Actions and Notices No action, regardless of form, arising out of or relating to this agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Any notice or other communication to be given hereunder will be in writing and given by email by us to the email associated with your account or by you to Support@KincadeProductions.com or by mail to **Kincade Productions, LLC P.O. BOX 590071 San Francisco, CA 94159**.

10. SUBSCRIPTIONS AND OTHER TERMS AND CONDITIONS

In addition to this agreement and the **PRIVACY POLICY (collectively, the "Kincade Productions Website Terms of Use Agreement")**, all Subscriptions to the Kincade Productions, LLC courses and materials are governed by our online click-through Website Terms of Use Agreement.

You may not assign or transfer these Terms (or the rights and subscriptions granted under them). For example, if you registered an account as an employee of a company, you cannot transfer your account to another employee. We may assign these Terms (or the rights and subscriptions granted under them) to another company or person without restriction. Nothing in this agreement confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these terms terminate upon your death.

11. LINKS FROM THE WEBSITE

If the Kincade Productions Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Kincade Productions Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

12. CHANGES

We may update these Terms to clarify our practices or reflect new or different practices from time to time. Kincade Productions, LLC reserves the right, in our sole discretion, to modify and make changes to this Terms of Use Agreement at any time. Any changes are effective immediately when posted to Kincade Productions Website. Your continued use of the Kincade Productions Website constitutes your agreement to all such terms and conditions. Any revised terms shall supersede all previous terms. Your remedy for dissatisfaction with the website or site contents is to stop using the Kincade Productions Website.

13. EQUITABLE RELIEF

You acknowledge that a breach of any proprietary rights provision of this agreement may cause Kincade Productions, LLC irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Kincade Productions, LLC may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Kincade Productions, LLC may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Kincade Productions, LLC may be entitled to by law or in equity.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the State of California, USA, without reference to its choice or conflicts of law principles. Where the "Dispute Resolution" section below does not apply, you and we

consent to the exclusive jurisdiction and venue of federal and state courts in San Francisco, California, USA.

15. DISPUTE RESOLUTION

IMPORTANT! PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US, AND THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS AND LIMITS THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.

If there's a dispute, we are happy to help reasonably resolve the issue. If that doesn't work and you live in the United States or Canada, your options are to go to small claims court or bring a claim in binding arbitration; you may not bring that claim in another court or participate in a non-individual class action claim against us.

Going to Arbitration

Suppose we can't resolve our dispute amicably. In that case, you and Kincade Productions agree to resolve any claims related to these Terms (or our other legal terms) through final and binding arbitration, regardless of the type of claim or legal theory. If one of us brings a claim in court that should be arbitrated and the other party refuses to arbitrate it, the other party can ask a court to force us both to go to arbitration (compel arbitration). Either of us can also request a court to halt court proceeding while an arbitration proceeding is ongoing.

No Class Actions

We both agree that we can each only bring claims against the other on an individual basis. This means:

(a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; and

(b) an arbitrator can't combine multiple people's claims into a single case (or preside over any consolidated, class, or representative action); and

(c) an arbitrator's decision or award in one person's case can only impact that user, not other users, and can't be used to decide other users' disputes. If a court decides that this "No class actions" clause isn't enforceable or valid, then this "Dispute Resolution" section will be null and void, but the rest of the Terms will still apply.

16. INDEMNIFICATION

You agree to indemnify, defend (if we so request), and hold harmless Kincade Productions, LLC, and our affiliates from and against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from:

(a) your use of the Kincade Productions Website,

(b) your violation of this agreement, or

(c) your violation of any rights of a third party.

Your indemnification obligation will survive the termination of these terms and your use of the Kincade Productions, LLC courses and materials.

17. SEVERABILITY

Suppose any provision of this agreement is held by a court of competent jurisdiction to be contrary to law. In that case, such provision shall be changed and interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law. The remaining provisions of this agreement will remain in full force and effect.

Suppose any part of these Terms is found to be invalid or unenforceable by applicable law. In that case, that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these terms will continue in effect.

18. WAIVER AND AMENDMENT

If Kincade Productions, LLC fails to insist upon strict performance of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which it is entitled under this agreement, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. No waiver by the Kincade Productions, LLC of any default will constitute a waiver of any subsequent default, and no waiver by Kincade Productions, LLC of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under this agreement, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

19. GEOGRAPHIC RESTRICTIONS

Your use of the Kincade Productions Website must comply with applicable local, national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws or regulations of your country. You are solely responsible for knowing and complying with such laws and regulations that apply to you. You may not access our courses and materials if you are from a territory where U.S. businesses are prohibited from engaging in business (such as Cuba, Iran, North Korea, Sudan, Syria, Saudi Arabia, or Russia) or if you have been designated a Specially Designated National, Denied Person, or Denied Entity by the U.S. Government.

20. COMPLETE UNDERSTANDING

The Kincade Productions, LLC Website Terms of Use Agreement, together with the documents expressly referred to herein, constitutes the sole and entire agreement between you and Kincade Productions, LLC with respect to the Kincade Productions Website and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Kincade Productions Website.

The following sections shall survive the expiration or termination of this agreement. Sections: **2. Accounts; 3. Course Purchase; 4. Refunds; 6. Intellectual Property Rights/Copyright Infringement; 8. Reliance On Information Posted; 9. No Promises—Disclaimer and Limits To Liability, 10. Subscriptions and Other Terms and Conditions; 15. Dispute Resolution, and 16. Indemnification.**

21. YOUR COMMENTS AND CONCERNS If you have any questions, please contact us via email at: Support@KincadeProductions.com. We can also be reached by mail at: **Kincade Productions, LLC, P.O. BOX 590071, San Francisco, CA 94159**

Kincade Productions, LLC

Privacy Policy

This Kincade Productions, LLC Privacy Policy was last updated on July 9, 2023, at 5:00 p.m.

Kincade Productions, LLC respects and is committed to protecting your privacy. Generally, you can browse through our Website without giving us any information about yourself. When we do need to collect your Personally Identifiable Information (PII) to provide you with access to courses, materials, or communication or when you choose to provide us with your PII, this Privacy Policy describes how we collect, use, and disclose your PII. Also, please note that, unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings as in our Website Terms of Use Agreement. Therefore, please make sure that you have read and understood the Kincade Productions, LLC Website Terms of Use Agreement.

Changes to this Privacy Policy The Privacy Policy covers any information collected via the Kincade Productions Website in effect when such information is collected. We may amend this Privacy Policy from time to time. Suppose we make any substantial changes in the way we use your PII. In that case, we will notify you of those changes by posting them on the Kincade Productions Website or by sending you an email or other notification, and we will update the "Updated Date" above to indicate when those changes will become effective.

Information Collection Personally Identifiable Information ("PII") means any information that may be used to identify an individual, including, but not limited to, a first and last name, email address, a home, postal or other physical address, and phone number.

Account Information We collect your PII when you subscribe to the Kincade Productions Website to receive communications and/or submit an entry for a promotion. or when you submit your PII to us for any other reason.

Cookies and Tracking Technology A "cookie" is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user I.D. that the Website uses to track the pages you've visited, but the only PII a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other websites. Some parts of our Kincade Productions Website use cookies to understand user traffic patterns and tell us how and when you interact with our Website. We do this to determine the usefulness of our Website information to our users, see how effective our navigational structure is in helping users reach that information, and customize and improve our Website. Unlike persistent cookies, session cookies are deleted when you log off from the Website and close your browser.

If you prefer not to receive cookies while browsing our Website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser. You do not need to have cookies turned on to use/navigate through many parts of our Website, although if you do not accept cookies, you may not be able to access all portions or features of the Kincade Productions Website. Some third-party services providers that we engage (including third-party advertisers) may also place their own cookies on your hard drive. Note that this Privacy Policy covers only our use of cookies and does not include the use of cookies by such third parties.

"Web Beacons" (also known as Web bugs, pixel tags, or clear GIFs) are tiny graphics with a unique identifier that may be included on our Website for several purposes, including to deliver or communicate with cookies, to track and measure the performance of our Website, to monitor how many visitors view our Website, and to monitor the effectiveness of our advertising. Unlike cookies, which are stored on the user's hard drive, Web Beacons are typically embedded invisibly on web pages (or in an email).

Information Related To The *Website Terms Of Use Agreement*

Your Use of Kincade Productions If you have not created an account when using the Kincade Productions Website, you use the site anonymously. We do automatically log your I.P. address and other information such as your browser type, operating system, the web page that you were visiting before accessing the Kincade Productions Website, and the pages or features of our Website that you browsed to give us an idea of which parts of our Website you visit and how long you spend there (we refer to this information as "Log Data"). But we do not link your I.P. address to any PII unless you have logged in via your account. We use Log Data to administer the Website. We analyze (and may engage third parties to analyze) Log Data to improve, customize and enhance the Website by expanding its features and functionality and tailoring them to our users' needs and preferences.

Information Sent by Your Mobile Device We collect certain information that your mobile device sends when you use the Kincade Productions Website, like a device identifier, user settings, and the operating system of your device, as well as information about your use of our Website. We are not responsible for any unauthorized access by any third party to such information on your mobile device.

Location Information When you use the Kincade Productions Website, we may collect and store information about your location by converting your I.P. address into a rough geo-location or by accessing your mobile device's GPS coordinates or course location if you enable location services on your device. We may use location information to improve and personalize the Kincade Productions Website for you. If you do not want us to collect location information, you may disable that feature on your mobile device.

Opt-Out We may periodically send you free newsletters and emails that directly promote the Kincade Productions Website, courses, and materials. When you receive such promotional communications from us, you will have the opportunity to "opt-out" (either through your account or by following the unsubscribe instructions provided in the emails you receive). We need to send you certain communications regarding the Kincade Website Terms of Use Agreement, Privacy Policy, and/or billing information. You will not be able to opt out of these communications.

Information Sharing and Disclosure Your PII is not shared outside of Kincade Productions, LLC without your permission, except as described below.

Information Shared with Our Services Providers We may engage third-party services providers to work with us to administer and provide access to courses and materials, processing payments, and delivering content. **These third-party services providers have access to your PII only to perform services on our behalf. They are expressly obligated not to disclose or use your PII for any other purpose.**

Information Shared with Third Parties We may share your aggregated information and non-identifying information with third parties to conduct ongoing quality improvement activities or industry research and analysis, demographic profiling, and other similar purposes.

Information Disclosed in Connection with Business Transactions Information that we collect from our users, including PII, is considered to be a business asset. **We do not maintain any PII information for individuals under 18 years of age. We do not accept users under 13 years of age.** For all others, if a third party acquires us as a result of a transaction such as a merger, acquisition, or asset sale or if a third party acquires our assets if we go out of business or enter bankruptcy, some or all of our assets, including your PII, may be disclosed or transferred to a third-party acquirer in connection with the transaction.

Information Disclosed for Our Protection and the Protection of Others 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:

1. To enforce our Kincade Productions, LLC Website Terms of Use.
2. To respond to claims, legal process (including subpoenas).
3. To protect our property, rights and safety, and the property, rights, and security of a third party, our users, or the public in general.
4. To stop any activity that we consider illegal, unethical, or legally actionable activity.

Your Ability to Review Your Account and Information If you are a registered user with an account, you can review your PII by emailing support@kincadeproductions.com.

Data Security Your account information is password-protected for your privacy and security. Kincade Productions, LLC safeguards the security of the information you provide to us with physical, electronic, and managerial procedures. In certain areas of the Kincade Productions Website, we use industry-standard SSL encryption to enhance the security of data transmissions. While we strive to protect your PII, we cannot ensure the security of the information you transmit to us, and so we urge you to take every precaution to protect your PII when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.

Responding to Do Not Track Signals Our Website cannot respond to "Do Not Track" signals received from various web browsers.

Children and Privacy Customers must be at least 13 (thirteen) years of age to create an account on the Kincade Productions Website. If a customer is younger than the required age (13), they may not set up an account, but are encouraged to invite a parent or guardian to open an account to help purchase the appropriate courses. If we discover that a customer has created an account and are younger than the required age for consent to use online services (for example 13 [thirteen] years of age in the United States), we will terminate the account.

Third-Party Sites The Kincade Productions Website contains links to other sites that are owned or operated by third parties. We are not responsible for the content, privacy, or security practices of any third parties. To protect your information, we encourage you to learn about the privacy policies of those third parties.

International Transfer Your information is stored by the Kincade Productions Website on controlled servers with limited access and may be stored and processed in the United States. If you're located outside the United States and choose to provide your PII to us, we may transfer your PII to the United States and process it there. Those who choose to access and use the Kincade Productions Website from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

Notice for California Users and Residents Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice:

If you have a question or complaint regarding the Website, please send an email to support@kincadeproductions.com. You may also contact us by writing to Kincade Productions, LLC, PO BOX 590071 San Francisco, California 94159. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to ask for a notice identifying PII categories which we share with certain third parties for direct marketing purposes under certain circumstances and providing contact information for such third parties. If you are a California resident and would like a copy of this notice, please submit a written request to Kincade Productions, LLC, PO BOX 590071, San Francisco, California 94159.

Questions or Suggestions If you have questions or concerns about our collection, use, or disclosure of your PII, please email us at support@kincadeproductions.com. You may also contact us by writing to Kincade Productions, LLC, PO BOX 590071, San Francisco, CA 94159.