

## KNOWING GROWING KIDS'S TERMS OF USE

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### **Other**

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

This Agreement is governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the State of Illinois or, if appropriate, the United States District Court for the Eastern District of Illinois for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of the site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

KGK will process notices of alleged infringement which it receives and will take appropriate actions as required by the Digital Millennium Copyright Act (the "DMCA") and other applicable intellectual property laws. Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to KGK's Designated Agent.

Service Provider(s): Knowing Going Kids

Name/Contact Information of Designated Agent:

Cheryl Sturm  
653 N. Kingsbury St., #704  
Chicago, Illinois 60654  
E-mail: admin@knowinggoingkids.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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