

CCPA, Privacy Policy, and Terms of Use

The California Consumer Privacy Act (CCPA):

The California Consumer Privacy Act (CCPA) applies to businesses operating in California that falls within any of these thresholds:

- earns \$25,000,000+ in annual revenue.
 - annually buys, receives, sells or shares personal information of 50,000+ consumers, households or devices for commercial purposes.
 - obtains 50%+ of its annual revenue from selling consumer personal information.
- As of July 6, 2021, none of these three apply to KevinMardesich.com.

Cookies and KevinMardesich.com and Wix Site:

Cookies are small pieces of data stored on a site visitor's browser. They are typically used to keep track of the settings users have selected and actions they have taken on a site. In accordance with data privacy regulations, KevinMardesich.com is informing you visitors that you are using cookies on your site.

Types of Cookies

In general, the cookies which are initially placed on the KevinMardesich.com and Wix website may be categorized as essential cookies.

Important:

For example, KevinMardesich.com is NOT using one of Wix's business solutions (Wix Stores, Wix Restaurants, Wix Bookings etc.), nor is KevinMardesich.com using third-party apps or third-party integrations (e.g. Google Analytics, Facebook Ads). These apps and integrations may place additional cookies on your site.

Privacy Policy:

The website KevinMardesich.com ("we," "our" or "us") believes that your privacy is very important. This Policy outlines the types of personally identifiable information and other data that we will collect from you through your use of our website (our "Website"), and how we will use and when we might disclose such information and data to third parties. Your installation and/or use of these Website and/or submission of information to us constitute your consent to this Privacy Policy. This Privacy Policy is effective as of July 6, 2021 and was last modified on July

6, 2021.

Definition of the Types of Information Discussed in this Policy:

1. **“Personal Information”** is the type of information that specifically identifies you personally and/or can be used alone to contact you online or offline, such as your full name, physical address, email address, telephone number, photograph, precise geolocation information, credit card information and, in some cases, user names; and
2. **“Non-personal Information”** is anonymous information about your computer and mobile device, such as your unique device ID, Internet Protocol (IP) address, or other persistent identifiers, and their hardware/software/firmware, as well as data regarding your use of the Website, such as the actions you take within the Website, the browser and/or device you use, and the date and time of your use of the Website.

Personal Information, Non-personal Information and Other Information That We Collect and How We Collect It

In general, we do not require nor request any Personal Information from you when you use our Website. From time to time, we may offer certain services, such as a newsletter, that will require you to provide us with Personal Information should you choose to take part. In addition, if you reach out to us in any way, or in any other way take steps that require the submission of Personal Information, we would collect whatever Personal Information or any other information you choose to submit and use it for the purposes for which you submitted it. As noted, we will only collect Personal Information if you choose to submit it to us. However, we, or third party analytics services on our behalf, may collect aggregated, anonymous Usage Data when you use our Website.

A special note about cookies and other identifiers: In connection with the foregoing collection of Usage Data, we may also use cookies or similar technologies (tiny files that are stored on your computer's hard drive or mobile device when you visit certain web pages that identify your computer and may store Usage Data about you). Should you choose to submit Personal Information to us, we may link cookie information to such Personal Information. You can disable cookies or set your browser to alert you when cookies are being sent. However, some aspects of our Website will not function properly if you do so and you may lose access to the services you wish to use.

Use of the Personal Information That We Collect

In the event we collect Personal Information from you, we will only use it to the limited extent required to provide you with the services or functionality you have requested (e.g., to send you a newsletter or e-mail updates) or to respond to your inquiries.

Use of the Non-personal Information That We Collect

Usage Data in aggregated, anonymous form may be used by us for administrative, analytical, research, optimization, and security purposes.

Disclosure of the Personal Information and Non-personal Information That We Collect

In the event we offer features that require us to contact you (e.g., newsletter), we may use the services of third party service providers to assist us with executing such features and may be required to share your Personal Information with such service providers for that purpose. In no event will we ever sell, rent or transfer your Personal Information to third parties for direct marketing purposes or for any other reasons other than those described above. Usage Data in aggregated, anonymous form may be shared with third parties who assist us with our internal operations such as administration, analytics, research, and optimization. If we share your Personal Information or Usage Data with third parties as described above, they will be authorized to use such information only for the purposes for which they were engaged.

Our Website may offer social sharing features such as “Share” or “Like” on Facebook or other third party social networking sites. If you decide to use such features, it may allow the sharing and collection of Personal Information and Usage Data both to and from such third-party social networks. In addition, should you choose to submit any Personal Information to or through such social networks, the collection, use and sharing of your Personal Information will be governed by the privacy policies of those social networks, not by this policy. Therefore, you should visit the policies of such third parties for more information about their information collection practices.

Finally, we may share your Personal Information: (i) In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law - in such cases we reserve the right to raise or waive any legal objection or right available to us; (ii) When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of our company, our users, or others; and in connection with our Terms of Use and other agreements; or (iii) In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Your Rights

You represent and warrant that all Personal Information you choose to provide us, if any, is true and correct and relates to you and not to any other person.

If you wish to opt out of further communications from us, or if you wish to review, delete and/or revise the Personal Information we have stored about you, please contact us with your specific request at Info@KevinMardesich.com, using “Privacy Request” in the subject line.

Please note, however, that we reserve the right to retain an archive of such Personal Information for a commercially reasonable time to ensure that its deletion does not affect the integrity of our data; and we further reserve the right to retain an anonymous version of such information.

You can decline to permit cookies in your browser, but in that case we cannot promise you that all features will function properly as a result.

Partnerships and External Sources

Our Website may link to external sites beyond our control (e.g., to the websites of studios or specific motion pictures or to related social media accounts). This privacy policy covers only the way we treat the Personal Information and Usage Data we collect on our Website. By accessing any external sites, you are agreeing to the privacy policies of those sites. Please understand that the external sites may have different policies with respect to the collection, use and disclosure of your Personal Information. We have no control over and are not responsible for the privacy practices of such third parties. Therefore, you are encouraged to review the privacy policies of all third-party websites. Without limiting anything in the following section, we are not liable in any way for the actions, inactions or policies of any external services.

Children

Our Website is intended for use by adults only and we do not knowingly collect or use any Personal Information from children under the age of 13. If you are a parent of a child under 13 years of age and you believe your child has provided us with Personal Information, please contact us at Info@KevinMardesich.com, using "Delete Information" in the subject line, and we will delete the information from our system.

Your California Privacy Rights

Under certain circumstances, California Civil Code Section 1798.83 requires that, upon receipt of a request by a customer residing in California, a business is required to provide a list of all third parties to whom Personal Information was disclosed in the preceding calendar year for direct marketing purposes, as well as a list of the categories of personal information that were disclosed. However, the foregoing does not apply to businesses like ours that do not disclose Personal Information to third parties for direct marketing purposes without prior approval or that give customers a free mechanism to opt out of having their personal information disclosed to third parties for their direct marketing purposes. Users residing in California may request further information about our approach to this law by writing to us Info@KevinMardesich.com, using the subject line "CA Request for Information," and requesting further information.

Do Not Track Disclosures in California: due to technological limitations, we cannot guarantee that our Website will be able to abide by any “do not track” technology that you may choose to utilize.

Changes

We reserve the right to change this Privacy Policy at any time. In the event we make material changes to this Privacy Policy, such policy will be re-posted in the "Privacy" section of our Website with the date such modifications were made indicated on the top of the page. Therefore, please review this Privacy Policy from time to time so that you are aware when any changes are made to this Privacy Policy. Your continued use of the Website after such change constitutes your acceptance of any such change(s), and if you do not accept any changes, you may choose not to use the Website or opt out by sending us an appropriate notice. If you would like more information about any material changes we have made to the Privacy Policy in a recent update, please contact us with your request at Info@KevinMardesich.com , using “Information About Update” in the subject line.

Security

It is entirely your choice whether or not you provide Personal Information to us. We and/or our third-party partners have put in place physical, electronic, and managerial procedures to attempt to safeguard and help prevent unauthorized access, maintain data security, and correctly use the Personal Information collected through the Website. We take, or obligate applicable third parties to take, reasonable precautions to protect our customers' Personal Information against loss, misuse, unauthorized disclosure, alteration, and destruction. However, please remember that no transmission of data over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personal Information, we cannot ensure or warrant the security of any information that you transmit to us or from us, and you do so at your own risk. We cannot ensure or warrant the security of any information you transmit to us by email and you do so at your own risk. If you believe your Personal Information is being improperly used by us or any third party, please immediately contact us at Info@KevinMardesich.com using “Security Concern” in the subject line.

Legal Disclaimer

All other terms governing our agreement with respect to your use of the Website can be found in our below Terms of Use.

If you have any general questions about our Privacy Policy, please contact us at Info@KevinMardesich.com.

Terms of Use:

Info@KevinMardesich.com operates the KevinMardesich.com website where you can find information, materials, features and content about Kevin August Mardesich and participate in various activities (the “Services”). This Terms of Use Agreement (“Agreement”) includes our policy for acceptable use of the Services and governs your rights, obligations and restrictions regarding your use of the website at KevinMardesich.com or related domains (the “Website”). You are only authorized to use the Services if you agree to abide by all applicable laws and this Agreement. By using the Services, you agree to be bound by this Agreement. Because your privacy is important to us, this Agreement also incorporates, by this reference, our **Privacy Policy** which explains how we collect and use your content and information. Please read the Privacy Policy.

In order to participate in certain Services, you may be notified that you are required to agree to additional terms and conditions and such additional terms are hereby incorporated into this Agreement by this reference but such additional terms and conditions shall control solely for the applicable Service.

We may modify this Agreement from time to time and such modification shall be effective upon posting on the Services. You will be deemed to have agreed to any such modifications by your further use of the Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please discontinue use of the Services immediately.

ONLINE CONDUCT

You, as a user, agree to use the Services only for proper and lawful purposes. Specific prohibited activities include, but are not limited to: criminal or tortious activity, copyright infringement, attempting to circumvent, disable or otherwise interfere with security-related features of the Services, using any software that intercepts, mines, or otherwise collects information about other users or copies and stores any Proprietary Materials (as defined below), and collecting, harvesting, soliciting or posting personally identifiable information from other users.

Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your access to the Services.

CONTENT

The Website contains video content, including, without limitation, movie trailers and film clips, that may contain adult language and themes. Before viewing any video content on the Website please first check the Motion Picture Association of America (MPAA) rating for the film from which the video content is taken in order to ensure that you are comfortable viewing such

material. We do not warrant the accuracy, correctness, reliability, comprehensiveness, or currency of any rating provided by the MPAA.

With the exception of content that may be posted by users of the Services, all materials contained on the Services, including all content, and the software, graphics, text and look and feel of the Website, and all trademarks, copyrights, patents and other intellectual property rights related thereto ("Proprietary Materials"), are owned or controlled by us, our subsidiaries or affiliated companies, our third party licensors, and/or our advertising partners. You may view the Proprietary Materials for your personal, non-commercial entertainment purposes but must not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any other way exploit any Proprietary Materials.

LINKS/EXTERNAL SITES

The Services may contain links or embed access to websites operated by third parties, including those through which you may make purchases. We do not monitor or control the external sites and make no representations regarding, and are not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third party site does not constitute or imply our endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the third party site and we will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any disputes you may encounter with a third party service provider shall be settled solely between you and the service provider.

DISCLAIMERS AND LIMITATION OF LIABILITY

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL CONTENT APPEARING ON THE WEBSITE IS PROVIDED "AS IS, AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND WITH RESPECT TO ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE COMPANY DOES NOT WARRANT THAT OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL WE, OUR PARTNERS OR LICENSORS, OR ANY OTHER PARTY INVOLVED IN CREATING OR MAINTAINING THE WEBSITE OR ANY OF ITS CONTENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES. YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY FOR ANY BREACH OF THESE TERMS SHALL BE TO CEASE USING THE SERVICES.

Some jurisdictions do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to you.

LEGALITY

You are subject to all laws of the state(s) and countries in which you reside and from which you access the Services and are solely responsible for obeying those laws. You agree we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Services nor shall any person affiliated, or claiming affiliation with the Services have authority to make any such representations or warranties.

APPLICABLE LAW / BINDING ARBITRATION

The Services are created and controlled by us in the State of California. As such, the laws of the State of California will govern these Terms of Use, without giving effect to any provisions of California law that direct the choice of another state's laws.

Any controversy or claim arising out of or relating to this Agreement or any related agreement, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of their provisions, shall be determined by binding arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall occur in Los Angeles, California, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, the merits of any action that involves such provisional remedies or injunctive relief, including, without limitation, the terms of any permanent injunction, shall be determined by arbitration under this paragraph. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

INDEMNITY

You agree to indemnify and hold Kevin Mardesich, our subsidiaries, partners and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of (i) your use of the Services in violation of this Agreement, (ii) a breach of this Agreement including your representations and warranties set forth above and/or (iii) if your acts or omissions causes us to be liable to another.

AGE OF USERS

We do not intend the Services to be used by minors under the age of 13. Furthermore, we do not market the Services for use by minors under the age of 13. If you are between the ages of 13 and 17, you must obtain your parent or legal guardian's permission before making use of the Services.

MISCELLANEOUS

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

MODIFICATION

We reserve the right to make changes to the Services, posted policies and these Terms of Use at any time without notice other than the reposting of the modified Terms of Use so check back frequently.

Please contact us at Info@KevinMardesich.com with any questions regarding this Agreement, including if you have any questions about material changes that may have been made to the terms of this Agreement.

Effective Date: July 6, 2021