

**CHAIR-KICKERS UNION, INC.**  
**LOW'S PRIVACY POLICY**

*Last Revised on 13 January 2021*

### **Our Commitment to Online Privacy**

At Chair-Kickers Union, Inc. (“Low”), we know that you care about how your information is used and shared. This Privacy Policy (“Policy”) explains our privacy practices and your choices when it comes to controlling the way we use your information. We appreciate you trusting us with your information and are committed to processing your information carefully and sensibly.

Please note that this Policy is subject to our Terms of Use Agreement (“ToU”). There are terms in the ToU that materially affect your right to bring a lawsuit against Low and other rights in regards to this Policy, as such you should read the ToU in addition to this Policy.

We know these privacy policies can be tedious to get through. However, by continuing to use the services of Low, you agree to let us use your information in the ways discussed in this Policy. For this reason, it is very important that you read this entire Policy.

### **Services This Policy Covers**

This Policy applies to the online services owned by Low, including our website, social media accounts, and any future online services we develop. This Policy does not cover the practices of companies that Low does not own. Sometimes, we may display a link to another company’s services or host goods and services through other third-party platforms such as Spotify, Apple Music, Bandcamp, Instagram, Ambient Merch, or Facebook. When you interact with these third-parties, we have no control over the way in which these companies use your personal information. Always be sure to read the other company’s privacy policy, so that you can understand what they are doing with your information.

### **What is Personal Information?**

Personal Information is any information that may allow for an individual to be personally identified. For example, your name, email address, social security number, phone number, residential address, and credit card details are all considered personal information. Other information, such as your interests, economic status, customer number, IP address, geolocation, education, and job title may also be considered personal information if that information, when combined with other information, is used to reveal your identity.

### **Personal Information that Low Collects**

Low only collects personal information from you when you voluntarily consent for us to collect and use it. You voluntarily consent for us to collect and use your personal information by:

- Directly providing the information to us: In some circumstances, you may be asked by Low to provide specific information so that we can help you with a particular inquiry or you may give information to us on your own accord. Such information may include personal information such as your name, email address, phone number, or residential address. For example, you consent for us to use the information you have provided when you purchase merchandise from our online shop, join our mailing list on our website, reach out to us by email or our social media accounts, when you use any “contact us” form on our platforms, when you sign up for a newsletter campaign, when you interact with our support or customer service teams, or when you comment on our social media posts. You should also be aware that the comments you make on our social media accounts may also be accessible to the public.

- Interacting with our services: You also permit us to collect information such as your IP address, browser type, geolocation, device type, frequency of visits to our online services and network connection type while you use our online services. We may also receive interest-based information about you. We use cookies and third-party services, such as Google Analytics and Spotify analytics, to help us collect this information. We only use this type of information in anonymized and aggregated forms; this means you are not personally identifiable to us. However, you should be aware that in some circumstances we may be legally required to hand over this information to law enforcement or regulatory authorities, who may then use this information to reveal your identity.

## What About My Credit Card Information?

For your convenience, we allow for customers of Low to purchase merchandise and tip using their credit card. We only use PCI compliant third-party vendors to process online payments; this means we NEVER see your credit card information. When making a purchase through a third-party platform such as Ambient Merch or Facebook, we cannot control how your credit card is processed and you are subject to such third-parties' terms of service.

## What About My Passwords?

While carrying out our services, there may be times where a password is required to access certain accounts such as a returning guest to our merchandise platform. These passwords are completely administered by the third-party platform and we do not have access to your passwords.

## Cookie Policy

Cookies are small files that we transfer to your computer's hard drive through your browser.

- Types of cookies we use: We use both session cookies, that are erased once you exit your browser, and persistent cookies, that stay on your device for a set period of time or until you manually delete them.
- Why does Low use cookies? We mainly use cookies to help ensure you have the best user experience possible and to give us insight into how we can make improvements to our online services. As mentioned earlier, we also are a little nosy and use them to give us insight into things like the number of visitors to our website, type of devices being used to access our website, how visitors ended up on our website and the general geographic area they are located. As you have probably heard, cookies may also be used to ensure that you see advertisements relevant to your interests. Currently, we do not use targeted advertising on our website or sell any advertisement space on our website for third-party use. However, we may at times, use targeted advertising through Instagram and Facebook. Instagram and Facebook use cookies on their platforms to collect information about your interests. When we advertise our services through their platforms, we are then able to select a targeted audience that we hope may be interested in our services. That is why you may see some 'paid' or 'sponsored' advertisements from Low while using these platforms.
- Can I block cookies? Most browsers have an option to stop your computer from accepting cookies altogether or to stop certain types of cookies. If you do decide to block cookies, our online services (particularly our website) may operate a little strangely, since we rely on some cookies for functionality of our online services. If it is the targeted advertising that you are mainly concerned about, you can choose to specifically opt out of targeted advertising by going the following links:

Facebook - <https://www.facebook.com/settings/?tab=ads>

Google - <https://adssettings.google.com>

Digital Advertising Alliance - <http://optout.aboutads.info>

You can learn more about cookies at: [www.allaboutcookies.org](http://www.allaboutcookies.org).

## Reasons Low Collects Personal Information

We NEVER collect your information for the purpose of selling, renting, trading or otherwise abusing it. We only use your information for our legitimate business purposes such as the following:

- To personalize our online features and content;
- To fulfill an order that you have placed with us;
- To help you efficiently access your information;
- To improve, monitor and test our services and new products or features;
- To prevent, investigate and address the misuse of our services;
- To learn about the types of people that are using our services and how we can better market to those people;
- To allow you to participate in social sharing including on social media;
- To respond to your inquiries and fulfill your requests;
- To comply with law enforcement; and
- To communicate with you about our services and upcoming projects.

## Sharing of Personal Information with Third-Parties

We only share your information with third parties in the following ways:

- Agents: Sometimes we hire other trusted companies and/or individuals to help us out with tasks. These agents may need your personal information to fulfill the work we have asked them to perform, but they do not have the right to use your personal information beyond what is necessary to complete the requested task.
- New Owners: In the event that Low is involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your information may be sold or transferred as part of that transaction. We will give you notice before there is a substantial change in our ownership and before any transfer of your personal information occurs.
- Third-Party Software and Apps: We use a number of third-party software and apps to make our jobs a little easier. Some personal information may be stored, processed, or shared with these apps.
- Law Enforcement: We may sometimes be required to share your personal information with law enforcement. We will only share your information when we believe, in good faith, that sharing your information is necessary to protect Low or users of our services. Examples include, where a legal warrant or subpoena has been issued to us, where we must report information due to a belief that fraud or misuse of our services has occurred, or where our property or safety, or a user's property or safety, is at risk. In cases of fraud, we may also be required to share your information with investigatory authorities and banks.

## Email Policy

- Emails you can opt out of: At Low, we love to keep you updated on exciting developments, projects and upcoming tours. If you are receiving these types of emails, it means that you have opted in to receive these emails. Of course, you are always free to opt out of these emails by requesting for us to remove you from our email list.
- Emails you will not be able to opt out of: There are some important emails from Low that you will not be able to opt out of. For example, we may notify you that updates have been made to this Policy or in the unlikely event that our security safeguards have been breached.

## Personal Information Retention and Your Rights

Low only keeps your information for as long as necessary to provide our services. Depending on your residency, under the law, you may also have the right to request at any time for us to:

- Give you access to any personal information that we have processed;
- Correct any personal information that may have been incorrectly processed;
- Delete your personal information from our storage systems;
- Transfer your personal information to another service, when technically feasible; and

- Stop using your personal information in specific ways, by withdrawing the consent you have given us.

Regardless of whether we are obligated under the law or not, if you would like for us to do any of the above, you can contact us using the information provided at the end of this Policy. We will make best efforts to fulfill your requests. However, sometimes we may be required to retain your information in order to comply with our administrative, legal and/or regulatory obligations. For example, we may be required to keep a history of transactions to report our taxes or may need to retain some information for law enforcement purposes such as fraud monitoring, detection, and prevention.

### **Where Your Information is Processed and Stored**

Low is a business that is formed and operated in the United States. However, in addition to storing information directly onto our hard drives, we also use some third-party cloud storage systems and apps to ensure that your information isn't lost. These third parties may store and transfer your information outside of the United States.

### **Liability for Third-Party Software and Apps**

We always use our best efforts to pick reputable third-party software, platforms and apps. However, we are not liable for any breach of privacy or data security that occurs due to the fault of these third parties.

### **Keeping Your Information Safe**

We are committed to protecting your personal information and have physical, electronic and managerial systems and procedures in place to help safeguard your information. Unfortunately, no system can guarantee complete security. Third-party viruses or security failures may result in your personal information being compromised. You can help prevent unauthorized access to your information by using antivirus software, creating strong passwords and limiting access to your personal computer. In the unlikely event that your personal information is compromised due to a security breach on our end, we will notify in accordance with the law as soon as reasonably possible.

### **Protection of Children**

Our online services are not directed, or intended, for children under the age of 13 years. We do not knowingly collect personal information from anyone under this age limit and delete this information as soon as we become aware of it. If you live outside of the United States, your country may apply stricter age limits. In some cases, even if you are older than 13, you may not be legally allowed to access our online services. Additionally, in order to purchase any of our products you must be over the age of 18.

### **Changes Made to This Policy**

We may modify this Policy from time to time. The date at the top of this Policy lets you know when this Policy was last revised. If we make a change to this Policy that we believe materially affects the way we use your information, we notify you of the change via email. It is important to check back here occasionally to make sure you have read the latest policy. By continuing to access or use our services after the policy changes, you allow us to use your information in the way we describe in our updated policy.

### **Dispute Resolution**

We will always try to resolve your concerns about our privacy practices promptly and hope that together we can find a solution without involving costly legal channels. However, if we cannot come to an agreement, by using our online services, you agree to binding arbitration, rather than formal court proceedings, to have the matter resolved. You can read more about this process in our ToU. THE DISPUTE RESOLUTION TERMS IN OUR TOU MATERIALLY AFFECT YOUR ABILITY TO BRING A LAWSUIT AGAINST US, PLEASE READ THESE TERMS CAREFULLY.

### **Additional ToU Terms**

This Privacy Policy is subject to terms stated within our ToU. Specifically, this agreement is subject to all clauses in our ToU regarding warranties, limitation of liability, indemnification, assignment, waiver, severability, applicable law, jurisdiction, and any other ToU provisions that logically ought to apply to this Policy.

### **Entire Agreement**

This Policy and our ToU represents the entire and exclusive agreement between Low and our users. All previous written and oral agreements and communications related to the subject matter of this Policy and our ToU are superseded

### **Contact Low**

In this Policy, we have tried our best to lay all our privacy practices out on the table for you. However, if you ever have any questions, concerns, requests, or comments about how we use your information, you can contact us by email at:

[lowtheband@gmail.com](mailto:lowtheband@gmail.com).

**CHAIR-KICKERS UNION, INC.**  
**LOW'S TERMS OF USE AGREEMENT**

*Last Revised on 13 January 2021*

This Terms of Use Agreement (“ToU”) is made between Chair-Kickers Union, Inc. doing (“Low,” “we,” “us” or “our”) and you, the individual choosing to use our online services (“you” or the “user”).

Please note that our Privacy Policy is subject to this ToU. There are terms in the Privacy Policy that materially affect the way in which your personal information is stored, accessed, and processed, and as such you should read our Privacy Policy in addition to this ToU.

### **Services this ToU Covers**

Low is a band that offers music and merchandise for fans. This ToU applies to our online services including our website [www.chairkickers.com](http://www.chairkickers.com), social media accounts, and any future online services we develop.

### **Services This ToU Doesn't Cover**

We love supporting our partners and to show our appreciation we occasionally link to their websites and services. When you click on one of these links, you are leaving Low, and this ToU no longer applies. The way our partners or other third-parties do business is out of our hands, and we assume no responsibility for the content, privacy policies, or practices of any third-party website or service that we link to. It is also important to note that all of our merchandise purchases are hosted through Ambient Merch's platform. When purchasing merchandise, you will be subject to Ambient Merch's service policies which can be accessed here: <http://www.ambientinks.com/resources/terms>. Additionally, when you are using any other third party platform to interact with our goods or services such as Spotify, Apple Music, YouTube, Bandcamp, Instagram, or Facebook, you agree to their services policies, and this ToU in addition, not in lieu of such agreements.

### **Acceptance of ToU**

We know these ToU's can be tedious to get through. However, by accessing our online services, purchasing merchandise products, signing up on our mailing list, or engaging in our services it is implied that you agree to comply and be legally bound by the terms set out in this agreement and our Privacy Policy, which is why you really should stick it out and read the whole thing.

### **Changes to Terms**

From time to time, we may need to make changes to this ToU and may do so at any time. The date at the top of this ToU represents when this ToU was last revised. If we make a change to any terms that we believe in our discretion materially affects the way our services apply to you, we will notify you in advance. It is important to check this ToU from time to time to ensure that you are all caught up to date. By continuing to access or use our services after a change has occurred, you agree to be bound by our updated ToU.

### **Conditions Before You Access Our Services**

Our services are not targeted or intended to be used by people under the age of 13 and all children between the ages of 13 and 16 must have permission from their parent or guardian before accessing our online services, purchasing merchandise, and signing up for our mailing list. You also must be authorized to use our services and enter into this ToU if you are acting on behalf of a company.

## **User Accounts**

Simply here to browse our website? Go right ahead – no account or personal information is needed! However, if you wish to purchase merchandise, sign up for our mailing list, or interact with our services hosted by another third-party, you will be required to provide personal information and, in some cases, create an account (for example, Ambient’s merchandise store offers an option for frequent shoppers to set up an account). Any personal information that we personally receive will be treated in accordance with our Privacy Policy.

## **Pricing, Promotions and Billing**

All pricing and promotional offers for our merchandise and Fan Club are subject to taxes and are subject to change at any time. As such, prices advertised are not guaranteed until a purchase has been processed and you have received a confirmation receipt. Promotions cannot be combined with any other offer and are limited to one per person. We only use PCI compliant systems to process credit card transactions; this means we never personally see your credit card information.

## **Availability**

While we always try to ensure that we have availability of merchandise at the time of your purchase, unfortunately we cannot guarantee that a particular product will always be in stock. If after purchase, it comes to our attention that we are out of stock for a particular item, we will reach out and arrange either a refund or credit towards another merchandise item.

## **Refunds**

If you are not 100% satisfied with your merchandise purchase or the product is damaged, you can return the product and get a full refund or credit towards another product. You can return a product for up to 14 calendar days from the date you purchased it by reaching out to Ambient Merch at [printing@ambientinks.com](mailto:printing@ambientinks.com). Any product your return must be in the same condition you received it and with all tags (if any) attached.

## **Intellectual Property**

Our Services contain content, such as the “Low” name and logo, our website design and our website code, that is protected by copyright, trademark, patent, trade secret, and other laws. We own and retain all rights in such content, and by granting you access to our Services. We also may use some open source and licensed third-party content in our online services, for example, fonts and graphics. We do not make any claim of ownership to this content, and no user is permitted to use third-party content in a way that violates third-party licensing agreements. Low does not grant or transfer to you any other rights, title, or interest, other than a limited license defined below.

## **Grant of License**

Low grants to you a limited, non-exclusive, non-transferable, revocable license to access, and use Low’s online services for non-commercial purposes only. Low reserves the right to terminate this license at any time if your use of our Services is not in strict compliance with this ToU.

## **Representations and Warranties**

- Low’s Representations and Warranties

LOW’S SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” LOW MAY USE REASONABLE EFFORTS TO CORRECT ERRORS AND OMISSIONS IN OUR SERVICES. HOWEVER, LOW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THAT THE LAW OF THE JURISDICTION PERMITS. Low DOES NOT WARRANT THAT USE OF Low SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT DATA WILL NOT BE LOST. LOW IS NOT RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ALL OF OUR TERMS AND CONDITIONS AND WILL NOT BE LIABLE FOR ANY ACTIONS THAT RESULT FROM YOUR NON-COMPLIANCE.

- User Representations and Warranties

By using Low's services, you represent and warrant that:

- You are free to enter into and comply with this ToU and are not under any disability, restriction or prohibition, contractual or otherwise, that prevents you from entering into this ToU;
- You will provide accurate and truthful information regarding your account and personal identification;
- You have read and agree to this ToU and our Privacy Policy and will not use Low's services for any fraudulent or inappropriate purpose or in a way that violates these terms and conditions;
- You will not try to reverse engineer our site or software to circumvent access to our services;
- You will not circumvent or hack any technology used by Low to protect our Services and our users;
- You will not transmit any worms or viruses or any code of a destructive nature;
- You will comply with Ambient Merch's terms of service;
- You will not use any other person's login information; and
- You will not copy or fraudulently reproduce Low's content or violate our intellectual property rights.

#### **Limitation of Liability**

IN NO EVENT WILL LOW BE LIABLE FOR YOUR FAILURE TO PROVIDE ACCURATE OR COMPLETE INFORMATION, YOUR FAILURE TO KEEP PERSONAL INFORMATION CONFIDENTIAL OR YOUR FAILURE TO COMPLY WITH ANY OTHER LAWS. LOW WILL ALSO NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, CHANGES TO THE SERVICES OR PLATFORM, TEMPORARY OR PERMANENT SUSPENSION OF SERVICES, DAMAGE TO COMPUTER OR HARDWARE, SECURITY BREACHES, INTERRUPTION OF BUSINESS, LOST PROFITS, BREACH OF A THIRD-PARTY CONTRACT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER RESULTING FROM AN ACTION UNDER CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LOW UNDER THIS TOU EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO LOW FOR OUR SERVICES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, LOW'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE JURISDICTION. YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK AND HAVE BEEN REACHED DUE TO FUNDAMENTAL BARGAINING BETWEEN YOU AND LOW.

#### **Indemnification**

You agree to indemnify and hold Low harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs), resulting from any breach by you of this ToU, and any activity related to your account.

#### **Privacy, Cookies and Data Protection**

We care about your personal information, and all personal information that you provide to us is collected by us and used in accordance with our Privacy Policy. Our use of cookies and data protection systems are also explained in this policy.

#### **International Users**

Low's services are controlled, operated and administered from our offices within the United States of America and are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO NOT



REPRESENT OR WARRANT THAT OUR SERVICES ARE APPROPRIATE, LEGAL, OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. Those who choose to access Low outside of the United States of America do so on their own initiative and assume all risks associated with such access, including but not limited to any compliance with their particular jurisdictions' laws and regulations and any United States export controls. We reserve the right to limit our services, in whole or in part, to any geographic location or jurisdiction we choose.

## Dispute Resolution

THIS SECTION OF OUR TERMS AND CONDITIONS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO BE PART OF A CLASS ACTION. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THIS TOU AND THE TERMINATION OF YOUR LOW ACCOUNT.

- Letting Us Know About Complaints

At Low, we hope that we can work out any complaints or differences that we may have with you respectfully and calmly. If you have any concerns about the services that Low has provided, please reach out to Low to let us know. If we cannot work out our differences together, then the following mandatory binding arbitration will apply to resolve the dispute.

- Mandatory Binding Arbitration

If any controversy or claim arising out of, or relating to, this ToU, Low's services, our Privacy Policy or any other legal agreement entered into relating to Low, cannot be amicably resolved, such controversy or claim will be determined by binding arbitration rather than in a court of law. Except that mandatory binding arbitration will not apply with respect to any claims relating to infringement or misuse of intellectual property or any legal dispute under USD 10,000.00 that would be more efficiently and cost-effectively resolved in a small claims court.

The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA") and administered by the AAA. Arbitration must be commenced by filing a demand for arbitration with the AAA within one (1) year after the claim occurs or within one (1) year of the party asserting the claim becoming reasonably aware of the act or omission giving rise to the claim. If applicable law prohibits a one-year statute of limitations for asserting claims, claims must be asserted within the shortest period of time permitted by the applicable law. Except for attorney fees, all other costs associated with the arbitration will be shared equally between the parties, except where the AAA Rules provide otherwise. If an arbitrator determines a claim against Low to be frivolous or an opinion is found in our favor by the arbitrators, you agree to reimburse Low for all reasonable fees associated with the arbitration, including attorneys' fees and arbitration costs.

- Class Action Waiver

You agree to waive any right to participate in a class or representative action or proceeding and warrant that any claims brought against Low will be initiated only in your individual capacity. Any relief awarded by an arbitrator or otherwise will not affect other users of Low's services.

## Assignment

You are not entitled to assign this ToU, in whole or in part, to another person, without the prior written consent of Low. Low reserves the right to assign this ToU, in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity acquiring all or substantially all of the Low business or assets. However, we will do our best to let you know if there has been a substantial change in the ownership of Low.

## **Survival of Terms Beyond Termination**

All provisions in this ToU that specifically state or logically ought to survive the termination of this ToU, or the termination of a user's account, will survive such termination, including but not limited to, payment obligations, intellectual property rights, warranties, indemnities, and limitation on liability clauses.

## **Waiver and Severability**

No waiver by Low of any term or condition in this ToU will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same, or any other term or condition of this ToU or any other agreement. If any term or condition in this ToU is declared to be invalid, illegal, or unenforceable, for any reason, the remainder of the provisions will remain in effect and will be enforceable to the fullest extent possible.

## **Applicable Law and Jurisdiction**

Except where otherwise required by mandatory law, this ToU as well as our Privacy Policy, are to be governed by and interpreted, constructed, and enforced in accordance with the laws of Minnesota without regard to conflict of law provisions. All disputes are to be resolved in the jurisdiction of St. Louis County, Minnesota.

## **Entire Agreement**

This ToU and our Privacy Policy represents the entire and exclusive agreement between Low and our users. All previous written and oral agreements and communications related to the subject matter of this ToU or our Privacy Policy are superseded.

## **Contact Us**

Thanks for your patience in getting through all of the necessary legal language of this document! We have tried to be as clear as possible in communicating our expectations when it comes to using our services. However, if you have any questions about this ToU, Privacy Policy, or Low's services in general, just reach out! We would be more than happy to explain by email at:

[lowtheband@gmail.com](mailto:lowtheband@gmail.com).