

Welcome to the Northwestern Balloon Club website and/or mobile app, which is running on the ClubExpress platform developed by Gembrook Systems, LLC. This website and mobile app, help to support the operation and activities of your club.

All users are subject to the following terms and conditions of use. By accessing or using this website and/or mobile app, you agree that you have read, understand and agree to be bound by these Terms of Use. We've tried to write this document as plainly as possible but some legalese is unfortunately necessary.

## 1. Use of this Website and Mobile App

You agree to use this website and mobile app only for lawful purposes related to your membership or possible membership in Northwestern Balloon Club or related to your pursuit of the activities and programming supported by Northwestern Balloon Club. You agree that you will NOT use it to:

1. Upload or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable according to the community standards of your club.
2. Violate the legal rights of others (including their right to privacy), or violate the laws of any jurisdiction.
3. Impersonate any person or entity, including, but not limited to, a Northwestern Balloon Club or Gembrook administrator, or misrepresent your affiliation with a person or entity.
4. Upload or otherwise transmit data that you do not have the legal right to upload or transmit, that violates any patent, trademark, trade secret, or copyright, or that contains a virus or deliberately corrupted data. You acknowledge that you have full rights to transmit the data that you upload or post, and you accept full responsibility for its legality, reliability and appropriateness.
5. Collect information about others (including contact information and e-mail addresses) without their consent.
6. Upload, store, maintain, forward or display adult content, including documents and images of a lewd or lascivious nature. This website and the messages, documents, and images it contains may be viewed by children, so all users share responsibility for ensuring that content is appropriate.
7. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website or the ClubExpress platform, or which, as determined by your club administrators or Gembrook, may harm Northwestern Balloon Club or Gembrook or users of the website, or expose them to liability.

The administrators of Northwestern Balloon Club and Gembrook reserve the right to remove any information or material from the website, without explanation, which we determine, at our sole discretion, to be incompatible with the above restrictions, including anything that we believe, through our own research or notification by others, may constitute copyright infringement.

However, these actions will be performed on a "best-efforts" basis. Neither the administrators of Northwestern Balloon Club nor Gembrook can review all material that is posted to the website or mobile app, nor guarantee that objectionable material is immediately removed. Therefore, neither Northwestern Balloon Club nor Gembrook assume liability for any action or inaction regarding such material uploaded to the website or mobile app, or indeed, for the content itself.

If you believe that your intellectual property is being violated by something on this website or mobile app, please notify Gembrook immediately with sufficient documentation to allow us to identify the infringing material and its location, as well as your claim and authority to file this notification, and your contact information.

## 2. Your Account

If you are a member of Northwestern Balloon Club or a registered user of this website or mobile app, you will receive a username and password which are used to log into your account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your account. If you are accessing this website from a shared computer (such as in a public library), you must be careful to log out of the account and close the browser before leaving the workstation. If you suspect that your account has been compromised in any way, you must notify Northwestern Balloon Club or Gembrook immediately. Neither Northwestern Balloon Club nor Gembrook will be liable for any loss or damage arising from your failure to comply with the provisions in this section.

## 3. Privacy and Protection of Personal Information

Northwestern Balloon Club's and Gembrook's collection, storage and use of your personal information is described in the Privacy Policy, which is incorporated by reference into this Terms of Use document.

You acknowledge that Northwestern Balloon Club or Gembrook may release personal information when required to do so by

law, by a court of competent authority, to enforce these Terms of Use, or to protect the employees or officers of Northwestern Balloon Club or Gembrook, or other users of this website.

## 4. ClubInformation Posted on the Website or Mobile App

Events are organized and sponsored by Northwestern Balloon Club and/or a parent club or other chapter of the parent club. Some information on this website or mobile app regarding events may be provided by the event sponsor or organizer. Northwestern Balloon Club and Gembrook has not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold Northwestern Balloon Club as well as Gembrook and its agents harmless from any liability or injury arising from or related to your participation in such events.

Your club may activate ClubExpress modules to post available jobs or classified ads for products and services being sold by members. The information in these postings is provided by the member who created the post. Northwestern Balloon Club and Gembrook has not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold Northwestern Balloon Club as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

Your club may activate a ClubExpress module to provide online discussion forums where members can exchange information with each other on different topics. The information in these postings is provided by the member who created the post. Northwestern Balloon Club and Gembrook have not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold Northwestern Balloon Club as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

## 5. Mobile App

Your club may have activated a ClubExpress Mobile App that allows you to interact with other members using your smartphone or tablet. Some of the information displayed on the mobile app, including chat sessions, member locations, member directory information, events, and polls, is provided by other members of your club. Northwestern Balloon Club and Gembrook have not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold Northwestern Balloon Club as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

In using the mobile app, you may elect to display personal information to other members or to see personal information provided by other members. You agree that your use of this information will be governed by the Privacy Policy referenced above.

## 6. Credit Card Transactions

This website supports credit card transactions of various kinds. You acknowledge that you have carefully reviewed the summary of charges for each transaction before selecting the link or button to finalize the transaction. Credit card transactions may appear on your statement using an abbreviated name for your club, or using "ClubExpress". If you do not understand a credit card transaction, contact us immediately at (866) HLP-CLUB (457-2582). If there has been an error, we will immediately reverse the transaction.

Refund policies are determined by each club and cannot be processed by ClubExpress. If you want a refund, contact your club directly.

## 7. Copyright Restrictions / Use of Content

The contents of this website and mobile app, including documents, web pages and photos, as well as club-specific logos and graphic images, are copyrighted by Northwestern Balloon Club and are protected by US and international laws regarding copyrights and trademarks. You agree that all messages and information that you post to this website or mobile app become the property of Northwestern Balloon Club and may be used as it sees fit.

The organization of this website and mobile app, including its templates, graphic themes, screen organization, forms, interactivity, database structures and middleware programming, is copyrighted by, and a valuable trade secret of, Gembrook and is likewise protected by US and international laws regarding copyrights, trademarks and intellectual property rights.

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This website may provide a facility which allows you to upload photos of club events or activities, and which allows other members to reproduce these photos for their own enjoyment but not for commercial purposes. When you upload a photo to the site, you agree to allow such non-commercial reproduction. When you download a photo from this site you agree that you will not use it for commercial purposes without first obtaining permission from the uploader.

## 8. Trademarks

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Northwestern Balloon Club AND GEMBROOK WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE OR MOBILE APP, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, LOST DATA, OR OTHER ERRORS OR OMISSIONS.

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

## 10. Disputes

With the possible exception of a violation or threatened violation of Gembrook's and Northwestern Balloon Club's intellectual property rights, any dispute related to your use of this website or mobile app, or to products or services purchased or obtained through this website or mobile app, shall be submitted to binding arbitration in Illinois in accordance with the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. At Gembrook's or Northwestern Balloon Club's sole discretion, intellectual property disputes may be handled through the appropriate state or federal court in the state of Illinois, and you consent to exclusive jurisdiction and venue in such courts.

# 11. Indemnification

You agree to indemnify and hold harmless Northwestern Balloon Club and Gembrook and their respective officers, directors, shareholders, employees, agents, affiliates, third party information providers, licensors and others involved in the development or maintenance of this website or mobile app, or the delivery of products or services through the website or mobile app, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of these Terms of Use or your use of this website or mobile app, or of any products, services or information obtained from this website or mobile app.

# 12. Comments and Submissions

Both Northwestern Balloon Club and Gembrook welcome your ideas for improving this website or mobile app or for adding new features that would benefit club members and visitors. However, please understand that we may already be working on similar features or talking to other vendors who offer this capability.

If you have a business proposition for us, please contact our Business Development team rather than submitting it through this website or mobile app. Any comments, ideas, suggestions, or feedback that you submit to Northwestern Balloon Club or Gembrook cannot be treated as confidential or proprietary and can be used or disclosed by either organization as it sees fit. The submission of such information does not limit or prevent the purchase or use of similar products, services or ideas from any other party or vendor.

# 13. Third Party Links

This website or mobile app may contain links to other locations on the Internet not controlled or managed by Northwestern Balloon Club or Gembrook. Northwestern Balloon Club and Gembrook are not responsible for the quality, accuracy or content of the information, products, services or policies of these websites. Your use of such websites is at your own risk and subject to the terms and conditions of use for such websites. A reference or link from this website to any products, services, events or information by trademark, trade name or manufacturer does not constitute or imply an endorsement, sponsorship or recommendation and cannot be referenced as such without the written permission of Northwestern Balloon Club or Gembrook.

# 14. Termination

If you are a member of the club, Northwestern Balloon Club and Gembrook reserve the right to close your account if you do not renew your membership when it is due to expire, in accordance with club policies posted on the website and in renewal notices sent by email or regular mail.

The administrators of Northwestern Balloon Club and Gembrook also reserve the right to terminate access to this website or mobile app and refuse service to users who violate these Terms of Use or who we reasonably believe are not intending to use the platform for its intended purpose, and to pursue legal remedies against persistent or serious offenders.

# 15. Miscellaneous Provisions

The use and operation of this website or mobile app shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. If you sign up for membership, register for events or purchase products and services through this website or mobile app from another country, you do so in accordance with US law.

If a court should hold any provision of this Agreement invalid or unenforceable, such provision shall be modified to the minimal extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions shall remain in full force and effect.

Gembrook may modify these Terms of Use at any time without notice by posting this amended and dated document to the website and mobile app. You should check back periodically to see if anything has changed. Your continued use of the website and mobile app indicates your acceptance of the revised terms of use.

If you have any questions, comments, or concerns about this Terms Of Use Statement please contact us at:

Gembrook Systems, LLC  
1930 Thoreau Drive North, Suite 155  
Schaumburg, IL 60173

Phone: 1-866-HLP-CLUB (457-2582)

Email: [support@clubexpress.com](mailto:support@clubexpress.com)

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