

Please review our privacy policy before using the Site

TERMS AND CONDITIONS OF USE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY, BEFORE USING THE WEBSITE, THE CKDMAI SOCIAL MEDIA WEBSITES (IN ADDITION TO ANY TERMS AND CONDITIONS OF SUCH SOCIAL MEDIA WEBSITES), OR ANY OF OUR ONLINE SERVICES (collectively, the "Services"). BY ACCESSING OR USING THE SERVICES, YOU ("USER") AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE WITH ANY OF THE FOLLOWING TERMS OR CONDITIONS, PLEASE DO NOT USE THE SERVICES.

CHOI KWANG DO MARTIAL ARTS INTERNATIONAL, INC. (CKDMAI) OWNS AND OPERATES THE SERVICES. CKDMAI RESERVES THE RIGHT TO CHANGE ANY TERMS OR CONDITIONS WITHOUT NOTICE, EFFECTIVE UPON THEIR POSTING. CKDMAI OR ITS SERVICE PROVIDERS, AND AFFILIATES MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE SERVICES WITHOUT NOTICE OR LIABILITY; CKDMAI MAY ALSO TERMINATE YOUR USE OF THE SERVICES AT ANY TIME IN ITS SOLE DISCRETION.

European Union's General Data Protection Regulation (GDPR)

On May 22, 2018, we created a Terms and Conditions and Privacy Policy for Choi Kwang Do Martial Arts International (CKDMAI). This update is part of our continued commitment to transparency, using simple-to-understand language, and ensuring you always have control over your "Personal Information." We've included provisions that clarify our efforts to comply with the European Union's General Data Protection Regulation (GDPR) that goes into effect on May 25, 2018. You may view the GDPR in its entirety [here](#). Therefore, we are providing this information to explain our business practices and the choices you can make about the way your Personal Information is collected and used.

Definition of "Personal Information"

"Personal Information" means information that identifies any visitor/student/member or could reasonably be used to identify such entities and which is submitted to and/or collected and maintained by CKDMAI in accessible forms. Personal Information is also information that could reasonably be linked back to you, including archived information.

You have a right to be informed of how we use and process your personal data, you have the right to access it, the right to correct it, the right to erase it (the right to be forgotten), the right to restrict how it is used, the right to transfer it, the right to object as to how it is being used and the right to not be profiled. You also have a right to request access to your personal information, to receive an accounting of how that information has been used and disclosed, subject to certain exceptions prescribed by law. More detailed information regarding personal information can be found in our privacy document.

At CKDMAI, our affiliated school owners collect student's Personal Information and enters it into our membership database. School owners use this database to process student certificates. In addition to these website services students have access to view their certification history as well as other membership benefits with the ability to update basic information. Please refer to the Privacy Policy on this site which describes our practices for collecting, storing, sharing, processing your Personal Information, the type of student data we use, the controls we provide you to manage it with, and our security policies that protect your Personal Information.

Your acceptance of CKDMAI's use of your "Personal Information" in the student database is *not* contingent upon consent of these Terms and Conditions or the Privacy Policy as written on the Website.

Personal Information Related to Children: A Note for Parents or Legal Guardians

Consistent with the Children's Online Privacy Protection Act and the EU GDPR, CKDMAI is committed to protecting children's privacy on the Internet. CKDMAI does not intend to, or knowingly, collect, use, or disclose Personal Information (including online contact information) of children under the age of 16 with the exception of membership purposes in our database, and we encourage parents or guardians to supervise their children's online activities and to consider using parental control tools available from online services and software manufacturers that help provide a kid-friendly online environment. These tools can also prevent children from disclosing online their names, addresses and other personal information without your permission. If CKDMAI becomes aware of a child under the age of 16 attempting to register on the Website, we will not accept the registration. Once CKDMAI becomes aware of a child under the age of 16 providing Personal Information, we will attempt to delete that information. If your child has provided Personal Information, please contact us so it can be deleted. If you are under the age of 16, do not provide CKDMAI with any Personal Information.

Use of Services; Ownership of Intellectual Property Rights

All text, photographs, images, illustrations, artwork, audio and video clips, design, software, graphic material, trademarks, service marks and trade names, and all intellectual property rights in and to such items (hereinafter "Content") constitute the sole and exclusive property of CKDMAI or its affiliates, licensors and content providers. The User is granted a personal, non-exclusive, non-assignable and non-transferable license to use the Content for non-commercial and personal, informational use only. The following acts are additionally prohibited without CKDMAI's prior written approval: copying of the Services or the Content or any portion, variations or derivatives thereof; reproduction, modification, creation of derivative works, display, performance, publication, distribution, dissemination, broadcast or circulation of any Content, in whole or in part (including without limitation, the display and distribution of the Content via a third party application or Web site); and disassembling, decompiling, reverse engineering or otherwise modifying the Content.

Choi Kwang Do Martial Arts International, Inc. is the owner of the trademark Choi Kwang Do Martial Arts ®.

Additional User Conduct Guidelines

CKDMAI requests that the User not impede or inhibit any other User from using and enjoying the Services. Therefore, in using the Services, you agree not to: disrupt or interfere with the security of, or otherwise abuse, the Services, system resources, accounts, servers or networks connected to or accessible through the Services or affiliate linked websites/services; upload, post, or otherwise transmit through or on the Services any viruses or other harmful, disruptive or destructive files; use or attempt to use another's account, service or system, without authorization from CKDMAI, or create or use a false identity on the Services; or transmit through or on the Services spam, chain letters, junk mail or other types of unsolicited mass e-mail to people or entities who have not agreed to be part of such mailings.

CKDMAI reserves the right to remove any content that it in its sole discretion believes is infringing, defamatory, illegal or offensive, or otherwise as may be permitted under the Digital

Millennium Copyright Act or other applicable law. Further, any unauthorized or prohibited use may additionally subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

Disclaimers

USER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT USER'S SOLE RISK. NEITHER CKDMAI, ITS AFFILIATES, EMPLOYEES, AGENTS, SERVICE PROVIDERS, THIRD PARTY INFORMATION PROVIDERS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE ACCURACY, RELIABILITY, SECURITY OR CONTENT OF ANY INFORMATION OR SERVICE CONTAINED IN OR PROVIDED THROUGH THE SERVICES.

THE SERVICES, ALL CONTENT AND INFORMATION PROVIDED THEREIN, IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXPRESSLY NEGATED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY CKDMAI, ANY OF AFFILIATES, EMPLOYEES, AGENTS OR ANY SERVICE PROVIDERS, THIRD PARTY INFORMATION PROVIDERS; LICENSORS OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL USER RELY ON ANY SUCH INFORMATION OR ADVICE. USER HEREBY ACKNOWLEDGES THAT CKDMAI IS NOT RESPONSIBLE FOR ANY INTERCEPTED INFORMATION SENT VIA THE INTERNET, AND USER RELEASES CKDMAI FROM ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE USE OF INTERCEPTED INFORMATION IN ANY UNAUTHORIZED MANNER.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CKDMAI, ITS AFFILIATES, EMPLOYEES, AGENTS OR ANY THIRD PARTY INFORMATION PROVIDER, SERVICE PROVIDERS, LICENSOR, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, LOST PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES THAT RESULT FROM OR ARE RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT OR DESTRUCTION.

Third Party Links and Sites

The Services may contain links to other Internet sites, resources and/or sponsors of the Services. CKDMAI does not verify, warrant, endorse, or take responsibility for the availability, accuracy, completeness or quality of the content contained in these outside sites or resources. Providing links to outside sites does not constitute CKDMAI's approval of the content, policies or practices of these other sites. Be sure to review the terms of use and privacy policies posted on the outside sites or resources before utilizing them.

In order to identify third party sites or resources, the Services may make use of third party trademarks, images or branding. Usage of these items does not imply endorsement or certification by the third party. Logos and trademarks displayed within the Services are the property of their respective owners and are used in accordance with existing agreements between CKDMAI and its affiliates/ third parties or by usage guidelines and policies set forth by the third party.

Application to Social Networking Sites

All of these Terms and Conditions also apply to any links to social/business networking sites. Uses of these sites are at your own risk. These outside links are provided as a service to CKDMAI members and visitors without charge, and we disclaim any and all responsibility for them. We do not screen users, so please use good judgment and common sense in deciding whom to meet or trust with your personal information. We do not provide "personal information" to other members through any social/business networking sites. If at any time you wish to stop receiving emails/ messages from another member through CKD sites, you can just "block" them. You can also report threats, abuse or any other inappropriate conduct through 1) the networking site, or 2) contact Troy Jenkins, Database Administrator, at support@choikwangdo.net

Indemnification

The User agrees to indemnify, defend and hold harmless, CKDMAI, its affiliates, employees, agents, third party information providers, service providers, licensors or the like or the Services from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions by the User. CKDMAI reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by User, in which event the User will fully cooperate with CKDMAI in asserting any available defenses.

Changes to the Terms and Conditions

If there are updates to the provisions of CKDMAI's online Terms and Conditions, CKDMAI will post those changes and update the revision date on the site so users will always know what information we collect online, how we use it, and what choices you have. For material changes to these Terms and Conditions, CKDMAI will provide notification to the Users of the Services. CKDMAI will not apply changes to how personally identifiable information is used or disclosed to information already collected absent consent, except as permitted by applicable law.

Other

These Terms and Conditions of Use shall be governed by, construed and enforced in accordance with the laws of the State of Georgia and the federal laws of the United States of America. Users agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Georgia for any disputes arising from or related to the Services or these Terms and Conditions of Use. These Terms and Conditions are not intended to alter the Terms or Conditions of any other agreement you may have with CKDMAI or its affiliates, service providers to the extent that those agreements govern issues other than your use of the Services. Should any provisions in these Terms and Conditions be found invalid or unenforceable for any reason, that provision shall be deemed severable from the terms and shall not affect validity or enforceability of the remaining provisions. These Terms and

Conditions may not be altered by action, inaction or course of dealing between the parties. These Terms and Conditions may only be altered by (a) prior written mutual agreement between CKDMAI and User; or (b) CKDMAI posting revisions on the Services. Failure by CKDMAI to object to a User's behavior; conduct or action does not constitute a consent, ratification or waiver of objection.

Questions

If you have any questions about our Terms and Conditions of Use, please write to CKDMAI at:

Attn: Deborah Cotton
Choi Kwang Do Martial Arts International
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Kennesaw, Georgia 30144
dcotton@choikwangdo.net

May 23, 2018