

TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

Welcome!

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Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions ("Terms and Conditions") form a binding agreement (this "Agreement") between you and Tumblebear Connection, LLC., a Limited Liabilities Corporation operating out of the State of Indiana ("Tumblebear Connection"). Tumblebear Connection may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. Copyright. All materials and names of programs created by Tumblebear Connection on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Tumblebear Connection.
2. Use License. Tumblebear Connection has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only after purchase. This is the grant of a license, not a transfer of title, and under this license you may not:
 - 2.1. modify or copy the materials;
 - 2.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 2.3. transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate the restriction above and may be terminated by Tumblebear Connection at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

3. Choice of Laws and Venue. The parties agree to irrevocably submit all claims relating to Tumblebear Connection's Site to the exclusive jurisdiction of the courts of the State of Indiana without regard to its conflict of law provisions.

4. Indemnity. As a condition of your use of this Site, you indemnify Tumblebear Connection and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
5. Entire Agreement. These Terms and Conditions and any other legal notices, policies and guidelines of Tumblebear Connection linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Tumblebear Connection relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Tumblebear Connection. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Tumblebear Connection to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

Tumblebear Connection understands how important your privacy is. This privacy policy (the "Privacy Policy") sets out the privacy policies and practices for Tumblebear Connection LLC, and its subsidiaries and affiliates (collectively, "Tumblebear Connection") with respect to how Tumblebear Connection collects your personal information. It also describes how Tumblebear Connection maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Tumblebear Connection via the Site. This Privacy Policy also sets out how you can access certain information that Tumblebear Connection may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws ("Personal Information").

1. Consent of Collection of Information. By submitting Personal Information to Tumblebear Connection and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Tumblebear Connection at customerservice@tumblebear.com. You understand that if you withdraw your consent, Tumblebear Connection may not be able to continue to offer its services and provide its information to you.
2. Children Under 18. The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. Tumblebear Connection does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Tumblebear Connection learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Tumblebear Connection might have any information from or about a child under 18, please contact us at customerservice@tumblebear.com.

3. Revisions to this Privacy Policy. Tumblebear Connection reserves the right, in Tumblebear Connection's sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Tumblebear Connection will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Tumblebear Connection will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
4. What Personal Information does Tumblebear Connection collect and how is it processed?
 - 4.1 What do we collect? Tumblebear Connection may directly collect your name, address, phone number and email address.
 - 4.2 Email. We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.
 - 4.3 Phone Number. We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you.
 - 4.4 Third Parties. Tumblebear Connection may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Tumblebear Connection may work with on the Site are listed below.
 - 4.4.1 Facebook: <https://www.facebook.com/tumblebearconnection>
 - 4.4.2 Youtube: <https://www.youtube.com/user/tumblebearconnection>
 - 4.4.3 C & H Financial: <https://www.jackrabbitclass.org>
 - 4.4.4 Pay Pal: <http://www.paypal.com>
 - 4.4.5 Email Contact: <https://www.emailcontact.com>
5. How will Tumblebear Connection use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:
 - 5.1. Your credit card information will not be kept by Tumblebear Connection but instead by one or both of the third parties listed in section 4.4.3, C & H Financial 4.4.4. Pay Pal, listed above;
 - 5.2. Your name and e-mail address are collected and stored on the Site. If you have subscribed to Tumblebear Tips via the Tumblebear Connection website, www.tumblebear.com, your email will also be held through the third party website in section 4.4.5 above;
 - 5.3. Your phone number may be used to contact you via phone if there were information we would like to share which we feel would benefit you;
 - 5.4. If you subscribe to our emails, your Personal Information will be used to send them to you. Emails are kept through the third party, Email Contact listed in section 4.4.5.

- 5.5. If we send you emails for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by clicking “unsubscribe” at the bottom of the email.
 - 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.
 - 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
 - 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.
6. Storing Your Personal Information. Tumblebear Connection’s web service may store your Personal Information when you interact with the Site. Tumblebear Connection will be happy to delete any of your Personal Information that it holds upon a written request made by you. Your Personal Information will be safely disposed of by Tumblebear Connection.
 7. Storing Your Phone Number. Your phone number will be kept in the phone or contacts database of Tumblebear Connection and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
 8. We Play by The Rules. The Site and Tumblebear Connection abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to customerservice@tumblebear.com.
 9. Do Not Track Signals. Tumblebear Connection currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.
 10. Analytics. The Site keeps the following information from your visits to our webpage:
 - 10.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and
 - 10.2. IP information for website and server security.
 11. Cookies. The Site uses ‘cookies’ to keep a record of the number of times you’ve visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
 - 11.1. A cookie is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site’s servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.

11.2. Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course it is your choice to do so.

12. Disclosure of Personal Information. Tumblebear Connection will NEVER sell or license any Personal Information we collect from you. Tumblebear Connection is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Tumblebear Connection, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that Tumblebear Connection changes its practices, you will be notified and you will be able to opt-out of Tumblebear Connection using your Personal Information by contacting us at customerservice@tumblebear.com.

13. Choice of Laws and Venue. This Privacy Policy and the use of the Site are governed by the laws of the United States and the State of Indiana. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Indiana. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Indiana.

14. Your Consent. By choosing to provide Tumblebear Connection with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.

15. Protecting Your Privacy. Tumblebear Connection is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Tumblebear Connection makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.

16. Verifying your Identity. Tumblebear Connection will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Tumblebear Connection will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.

17. The Internet. The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Tumblebear Connection over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Tumblebear Connection.

18. Verifying and Amending Your Personal Information. Tumblebear Connection tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up to date. Please contact us at customerservice@tumblebear.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Tumblebear Connection at any time or seek to make corrections to it.

19. Resolving your concerns. If you have any questions or concerns about Tumblebear Connection Personal Information collection, use and disclosure practices, please let us know at customerservice@tumblebear.com and we will do our best to help you.

DISCLAIMER

This Disclaimer (the “Disclaimer”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of Tumblebear Connection’s social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. Qualifications. Tumblebear Connection and its operators may hold the following qualifications and professional certifications related to Tumblebear Connection: USA Gymnastics Safety Certified, Safe Sport Certified, First Aid and CPR Certified. Tumblebear Connection makes no representations to hold any other qualifications or representations outside of this.

2. Video Disclaimer. In engaging with the content and videos shared on Tumblebear Connection’s Site and other platforms, including Youtube, you hereby release Tumblebear Connection from any liability related to any injuries or issues which may arise from engaging with, participating in, or viewing this content. YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT. This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply Tumblebear Connection’s interpretation and approach, and that Tumblebear Connection makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with Tumblebear Connection to ask us any questions. All communications should be directed to customerservice@tumblebear.com.

3. Social Media. This Disclaimer applies to Tumblebear Connection’s Site, content, services, and all social media. Specifically:

3.1. Facebook: <https://www.facebook.com/tumbebearconnection>

3.2. Youtube: <https://www.youtube.com/user/tumblebearconnection>

4. No Guarantees. You understand that Tumblebear Connection makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.

5. Intention. The intention of the information we share and post on the Site is for informational and promotional purposes only.

6. Mistakes. We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance, that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention. We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.

7. No Warranties. Tumblebear Connection makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we’ll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Indiana laws, Tumblebear Connection disclaims all warranties regarding all information, products and services offered on or through the Site.

8. Reach Out. Please feel free to connect with Tumblebear Connection to ask us any questions. All communications should be directed to customerservice@tumblebear.com or call us at 219.865.2274.

Tumblebear Connection