

FRONTLINE FIRST

USER AGREEMENT AND PRIVACY POLICY

Last updated: 20 May 2018

This Website is operated on behalf of Frontline First ©, registered in the United Kingdom. When you visit the Website, your visit and any disputes are subject to the User Agreement (“Agreement”). Do not use the Website unless you wish to be bound by this Agreement. Browsing the Website will constitute immediate acceptance of the User Agreement in full, so if you do not accept the Agreement either in whole or in part, you should stop using the Website immediately. You further acknowledge and agree that in the event you breach the Agreement you will indemnify and keep indemnified the abovementioned parties against any loss, damage or cause of action which may accrue to those parties. By accessing this Website, you acknowledge that the data is legally protected.

Throughout the User Agreement, when we refer to 'we', 'us', 'our' etc., we are referring to Frontline First. When we refer to 'you', 'user' or 'users', 'clients' etc. we are referring to the user or browser of the Website. When we refer to 'Website' we refer to the Frontline First website and associated domain names (www.lindacruse.com, www.therace4good.com). When we refer to 'Service' we refer to the Website and all associated services, materials, products and contents produced by Frontline First.

Each of the provisions of this Agreement shall be construed separately and independently of the others. Headings and clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

Disclaimer

Frontline First is independent of any other organisation or political group.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provisions shall be struck out and the remaining provisions shall remain in force unless the business purpose of this Agreement is substantially frustrated, in which case it shall terminate without giving rise to further liability.

Frontline First shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not exclusively war, threat of war, riot, civil strife, embargoes, government orders, changes in the law, act of God, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport, internet, website, telephone, other forms of communication, illness.

To the extent permitted by law Frontline First excludes all liability in contract, tort (including negligence) breach of statutory duty or otherwise for any costs, losses, claims, damages, expenses or proceedings (including special, incidental or consequential loss or damage, third party damages, compensatory, loss of profits, loss of business information and data, business interruption, wasted management time and other pecuniary loss) incurred or suffered by you arising directly, indirectly or

consequently in connection with this Website and its content including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake, timeliness, inaccuracy or interrupted service, webhosting, concerning this Website, its content or associated services or due to any unavailability of part or all of the Website or any content or associated services.

To the extent permitted by law Frontline First staff, directors, employees and agents will not be liable for damages arising out of, or in connection with, arising directly or indirectly, in connection with this Website, information and materials, products and services. This limit is comprehensive and applies to damages of all kind including (without limitation) direct, indirect, compensatory, special, incidental or consequential loss or damage, third party damages, loss of profits, loss of business information and data, business interruption, wasted management time and other pecuniary loss.

In the event that any limitation or exclusion of liability in this Agreement proves ineffective, then we shall not be liable to users or others for more than €100 in aggregate.

In order to process frontline experience applications Frontline First is required to collect certain identifiable personal details from individuals. These details may include but are not limited to the names and addresses of individuals, payment details, home address, business information, copies of travel policies, emergency contacts and medical information. We take responsibility for ensuring that proper security measures are in place to protect this information. The personally identifiable information we collect may change from time to time, but can only be collected when an individual voluntarily gives it to us.

Any information such as email addresses and contact telephone numbers collected from the Website will be simply used for communicating with users and will not be supplied to a third party with the exception of details forming part of a member's online business profile.

This policy only applies to Frontline First Websites and not to other websites that we or users provide links to.

Website

In all other circumstances, we reserve our right to modify or discontinue temporarily or permanently all or part of the Service, terminate the provision to you of the Service or restrict your access to the Service; and/or terminate this Agreement at any time without notice for any reason whatsoever, without liability of any kind to you (provided always that any such termination shall be without prejudice to the rights and liabilities of each party accrued prior to such termination).

The services, materials, products and content found on this Website is provided 'as is'. Whilst every effort is made to ensure the accuracy, quality, fitness for purpose, security, suitability and non-infringement of the services, materials, products and content, errors can occur and legislation, practice and regulations change. Whilst we endeavour to ensure that the information contained in the Website is accurate, the material is of a general nature and not intended to be a substitute for specialist advice.

We cannot guarantee:

- That material, information or data obtained from or through this Website is complete, accurate or not an infringement of any party's intellectual or other property rights.
- That material, information and data obtained from or through this Website will meet your particular requirements.
- That your access to or use of this Website will be uninterrupted, timely or error-free or that defects in information contained on this Website will be corrected.

While we take steps to prevent misuse of the Website and systems, we cannot guarantee that the Website and server will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. Users should always use up-to-date firewall and anti-virus software to protect their equipment and data.

All users agree not to use the Website or associated service in any unlawful manner and in particular shall not:

- Defame, libel, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate (post) any inappropriate, defamatory, libellous, abusive, infringing, obscene, discriminatory or otherwise unlawful material;
- Post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;
- Post any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
- Not use the contact information included in the Website for any form of unsolicited contact or approach to Frontline First members or staff, including unsolicited direct mail or spam, promoting a business or service unless specifically requested to do so by a specific member or member of staff;
- Impersonate another person or entity; falsify documents including but not limited to proof of ID, insurance policies, trade-related qualifications, bank account information;
- Cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired; or
- Restrict or inhibit any other user from using and enjoying the Website.

The content of this Website (except where otherwise stated) is copyright © Frontline First. This includes any text, scripts, names, applets, images and graphics and/or third parties. You may not copy, reproduce, republish, download, post, broadcast, transmit and/or make available to the public or otherwise Frontline First services, materials, products, contents, downloads, member information, and documents except for your own personal use and such use should acknowledge that the material is copyright © Frontline First where appropriate. You may cache or store material from the Website for private on- or off-line browsing purposes only.

You also agree not to adapt, alter or create a derivative work from any Frontline First Website services, materials, products, content, downloads, member information, and documents except for your own personal, non-commercial use. Any other use of the Frontline First Website services, materials, products, contents, downloads, member information, and document requires prior written consent from Frontline First. This includes but is not limited to advertising and promotion.

In accordance with the law any trademark, service mark or other intellectual property contained in or relating to this Website are, unless otherwise explicitly stated, the property of Frontline First. Including the manner in which the Website is presented or appears and all information and documentation relating to it is our property and nothing in this User Agreement shall be taken to transfer any of the Rights to users or members. The use of such trademarks, service marks or other intellectual property by users or members of this Website is strictly forbidden other than with the express written consent of Frontline First. Express written consent can be withdrawn at any time.

This Website may contain hyperlinks to websites operated by other parties, Frontline First does not control, and is not responsible for, the privacy practices or the content of such websites. You should check with these websites to determine their privacy policies. These links are suggested for

information only and our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites. Care is advised in visiting any external sites linked from this Website. No liability is accepted for any information contained on any external website. If you consider that the content of any external website linked from this Website is illegal, immoral or offensive please advise Frontline First using any of the contact methods listed.

You should remember that when you link to another website, the terms of use of the external linked website will apply and not the User Agreement of this Website.

Users and members may not assign, transfer, or sub-contract their rights hereunder without our prior written consent. Frontline First may assign, transfer, or sub-contract all or any of our rights at any time without consent.

Privacy Policy

Rights

You can exercise the following rights:

- information about any personal data we hold and process about you,
- rectification of any inaccuracies within the personal data we hold about you,
- erasure of your personal data from our systems,
- restriction of data processing, in cases where we are not allowed to delete your data entirely due to applicable law,
- revoke your consent to data storage and processing,
- data transfer, in case you have agreed to data processing or have signed a contract with us.

Once you have given consent, you can revoke it for the future at any time. You can file a complaint with your responsible regulatory authority, should you feel that we have violated your privacy rights.

Scope of Data Processing by Data Controller and Third Parties

Personal data is processed within the scope of this privacy policy only. Your personal information will not be disclosed to third parties for other than the specified purposes. We may disclose your personal data to third parties if:

- you have expressly given consent,
- it is required to fulfill our contract with you,
- it is required to fulfill a legal requirement,
- it ensures our legitimate interest and there is no reason to presume any predominant protectable interest from your side against disclosure.

In cases where data is transferred to third countries, this happens within the scope of legal or contractual permissions and if special prerequisites are met according to art. 44 GDPR and subsequent articles. Specifically, data is processed based on guarantees and official recognition of the applicable data protection level matching the EU (e.g. "Privacy Shield" for the USA).

Deletion and Suspension of Data

We uphold the principles of data reduction and data economy. Therefore, your personal information is stored only as long as it is required for achieving the purposes described herein or as is mandated by law. After the particular purpose ceases or the statutory terms expire, all data is routinely deleted or suspended according to regulations.

Acquisition of General Information During a Visit to our Website

When accessing our website, general information is recorded automatically. This information (server log files) contains, among others, your web browser type, the operating system in use, the domain name of your internet service provider and similar data. This information does not enable us to make any conclusion about you personally.

This data is technically required, to deliver the requested content of websites correctly and are obligatory when using the internet. They are processed for the following purposes:

- ensuring a working connection with the website is established,
- ensuring proper use of our website,
- analysis of system security and stability,
- additional administrative purposes.

Processing of your personal information is based on our legitimate interest to achieve the aforementioned purpose. We do not use your personal information to reach any conclusions about you as a person. Recipients of the data are the data controller and our webhosting provider as a commissioned data processor. Anonymized information of this kind may be used by us statistically, in order to optimize our website and the technology used. Server log files are stored for security reasons (e.g. to resolve cases of abuse or fraud) for a max. of 7 days. They are deleted afterwards, unless they are required as proof until final resolution of specific cases.

Cookies

Like many other websites we use so-called “cookies”. Cookies are small text files send to your local hard drive by a web server. This automatically provides us with certain data, like IP-address, browser, operating system used and your internet connection.

Cookies cannot be used to open programs or transfer viruses to another computer. Based on the information contained in the cookies however we can simplify navigation for you and ensure our website is correctly displayed. Mainly, this concerns so-called “session cookies”, which are solely used to facilitate the correct functionality of the website and are deleted once you leave our website or close the browser.

In no case will we disclose the data collected to third parties or, without your consent, create a connection to your personal information. Of course, you can visit our website without cookies in general. Internet browsers are commonly set up to accept cookies. Typically, you can disable the use of cookies in your browser settings. Please use the help function of your browser to find out how to change these settings. Please be advised that some functions of our website might not work properly once cookies are disabled.

Registering on our Website

When registering on our website, in order to use our personalized services, we will collect some personal information, such as name, address, contact and communication data such as telephone number and email address. When you register with us, you can access content and services we provide for registered users only. Registered users can also modify and delete any data given during registration.

We are happy to provide information about any personal data saved in our systems. We will also assist in correcting or deleting them, unless regulation or law prevent us from doing so. To contact us for this purpose, please use the contact information at the end of our privacy policy.

Providing Paid and Contractual Services

To provide paid and other contractually agreed services, we will collect additional data, such as payment information, in order to be able to execute your order (including its payment and delivery/fulfillment).

We will save this information in our systems until the expiration of applicable legal retention periods. We will only provide such data to third parties, required within the scope of delivery or as required by law (e.g. to accountants or authorities).

SSL Encryption

To ensure the safety of your information during transmission, we use common state of the art encryption methods via HTTPS (SSL/TLS).

Newsletter

Based on your explicit consent we will send you our periodic newsletter or comparable information via email to your provided email address.

To receive our newsletter, we only require your email address. For the purposes of addressing you personally within the newsletter, we optionally ask you to provide your name as well. When registering for our newsletter, the information provided will be solely used for this purpose. Subscribers may also be informed about certain circumstances relevant for the service or the registration (e.g. changes to the newsletter or technical issues).

We require a valid email address for an effective registration. Additional data is not collected. The data is solely used for the purposes of sending the newsletter and is not disclosed to third parties.

You can revoke your consent to saving your personal information for the purposes of receiving the newsletter at any time. You will find a corresponding link in each newsletter. Also, you can unsubscribe directly on our website or tell us by using the contact information at the end of our privacy policy.

The newsletter is dispatched by our newsletter service provider "MailChimp". It is operated by Rocket Science Group LLC, 675 Ponce De Leon Ave NW #5000, Atlanta, GA 30308, USA. MailChimp is certified under the "Privacy Shield" treaty and therefore guarantees compliance with European data protection levels. The service is being used based on a data processing agreement according to art. 28 par. 3 p. 1 GDPR.

MailChimp can use the subscription data in an anonymized form, meaning, that they cannot be allocated to an individual user, for the purpose of optimizing their own services (e.g. improving campaign transmissions, better newsletter rendering, or statistical purposes). The data of our subscribers is not used for contact purposes by MailChimp or for third-party disclosure.

Our newsletters contain a small file, which is retrieved from the MailChimp servers. This allows us to improve our service based on technical data, target audience analysis or access times. The data collected includes statistics on, if, and when newsletters are opened. Although it is possible to match this information to individual subscribers, the data collected is explicitly used solely for the purpose of adjusting our contents to our subscribers' reading habits and interests. There is no surveillance of individual subscribers by either us or MailChimp.

Privacy Policy of MailChimp:

<https://mailchimp.com/legal/privacy/>

Privacy Shield certification of MailChimp:

<https://www.privacyshield.gov/participant?id=a2zt0000000TO6hAAG&status=Active>

Contact Form

Should you contact us via email or via the contact form on Lindacruse.com for any reason, you give consent to us saving the information provided. The collected data is used to allocate and subsequently respond to your enquiry. Providing any additional data is optional. The data provided by you will be saved in order to handle your inquiry as well as any subsequent follow-up questions. After concluding your inquiry, your personal information will be automatically deleted.

Use of Google Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States.

As IP anonymization is activated on this website, your IP-address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP-address will be first transferred to a Google server in the USA and truncated there.

Google will use this information on behalf of the operator of this website for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing them with other services relating to website activity and internet usage. The IP-address, that your browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google.

The reason for processing this data is to evaluate the website use and create activity reports. Based on the use of the website and the internet, additional services will be provided. The data processing is based on the legitimate interest of the website operator. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You may further also opt-out from the information collected through the tracking cookie (including your IP-address) being submitted to, or processed by, Google Analytics by downloading and installing the Google Analytics Opt-out browser add-on for your current web browser: [Browser add on to disable Google Analytics](#).

Additionally, within browsers on mobile devices or as an alternative to the browser add on, you can disable tracking by Google Analytics on our website by [clicking this link](#). An opt-out cookie will be stored on your device. This will prevent tracking by Google Analytics for this website and this browser in the future, as long as the cookie remains installed in your browser. The opt-out applies only for this browser and within this domain only.

Google is certified under the "Privacy Shield" treaty and therefore guarantees compliance with European data protection levels.

Personal information of our website users is deleted or anonymized after 14 months.

Privacy Policy of Google:

<https://policies.google.com/privacy?hl=en>

Privacy Shield certification of Google:

<https://www.privacyshield.gov/participant?id=a2zt000000001L5AAI&status=Active>

Third Party Content and Services

For the purpose of an optimized rendering, our website utilizes third-party content (“Third Party Suppliers”), such as fonts, maps and videos. This entails that the provider(s) of such are capable of identifying an incoming IP-address, without which this content cannot be transmitted to the browser being used to visit the website. Identification of the IP-address is therefore a technical requirement for the provision of this content. We attempt to select and use only such content in which the respective Third-Party Suppliers are committed to registering the IP-address solely for the purpose of providing this content. Third Party Suppliers may furthermore save data for statistical purposes. Some browsers give you the possibility to limit or modify the type and amount of data transmitted to Third Party Suppliers, however, this depends on the browser you use.

Use of Google Fonts

In order to display our content correctly and in an appealing design, this website utilizes fonts provided by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA (“Google”).

Privacy Policy of Google:

<https://www.google.com/policies/privacy/>

Use of Adobe Typekit

We use Adobe Typekit for designing our website. Typekit is a service provided by Adobe Systems Software Ireland Ltd., giving us access to a font library. In order to use the fonts, your browser needs to connect to one of Adobe’s servers in the USA and load the fonts. Hereby, Adobe will gain knowledge about our website being loaded from your IP-address. You can find further information on Adobe Typekit in Adobe’s Privacy Policy: www.adobe.com/privacy/typekit.html

Use of MyFonts

This website utilizes fonts provided by MyFonts Inc., 600 Unicorn Park Drive, Woburn, MA 01801, USA. In order to use the fonts, your browser needs to connect to one of MyFonts’ servers in the USA and load the fonts. Hereby, MyFonts will gain knowledge about our website being loaded from your IP-address. Our website contains a MyFonts user counter, collecting data on the amount of site visitors on our website. By using the fonts provided, we are contractually obligated to implement this counter.

Privacy Policy of MyFonts:

<https://www.monotype.com/legal/privacy-policy/>

Use of Cloud.Typography / Hoefler & Co.

This website utilizes external fonts (web fonts) provided by Hoefler & Co., 611 Broadway, Room 725, New York, NY 10012-2608, USA. Due to technical reasons, a direct connection between your browser and the servers of Hoefler & Co is established during each visit of our website. Hoefler & Co. will gain knowledge about our website being loaded from your IP-address. For performance optimization, a temporary session cookie will be saved in your browser.

Privacy Policy of Hoefler & Co.:

<https://www.typography.com/home/privacy.php>

Use of Google Maps

This website utilizes the Google Maps API, in order to visually provide geographical information. By using Google Maps, Google may record, save and use data on how users use the map functions.

Further information about data processing by Google can be found in Google's Privacy Policy (see below). You can also modify your personal Privacy Settings in Google's Privacy Centre.

Privacy Policy of Google:

<https://www.google.com/policies/privacy/>

You can find detailed instructions on managing your personal data in context with Google products [here](#).

Embedded YouTube Videos

On some of our pages we provide embedded YouTube videos. The provider of the respective plugins is YouTube, LLC, 901 Cherry Ave., San Bruno, CA 94066, USA. When you visit a page containing a YouTube plugin, a connection to the YouTube servers will be established. YouTube will gain knowledge on which pages you visit. Should you be logged into a YouTube account, YouTube can match your browsing behavior to you personally. You can prevent this by logging out of your YouTube account prior to visiting our website. When a YouTube video is played, the provider will place a cookie and collect references to user behaviour.

Should you have deactivated cookies for the Google Ad Program, there will also be no cookies when watching YouTube videos in your case. However, YouTube does save non-personal usage information in other cookies. If you want to prevent this, you must disable cookies in your browsers.

Further information about YouTube's data protection can be found in the provider's Privacy Policy: <https://www.google.de/intl/de/policies/privacy/>

Changes to our Privacy Policy

We reserve the right to amend and adjust this Privacy Policy, to keep it up to date with legal requirements or to reflect changes to our services (e.g. when introducing additional services). For your next visit, a possible new Privacy Policy takes effect.

Questions about Privacy

Should you have questions regarding the protection of your personal data, please send us an email or contact the person responsible for data protection in our organization directly: Mary Mills-Brown – mary@lindacruse.com

Frontline First
2018