



# Charter Agreement Between:

Frontier Girls LLC and \_\_\_\_\_

(Name of organization, business or individual (known as “Chartered Organization”))

Frontier Girls LLC is an educational resource program patterned after traditional scouting. It charters non-profit organizations, businesses, or individuals to use the Frontier Girls program as part of their service to their own members as well as the community at large. Frontier Girls LLC provides the support services necessary to help the Chartered Organization succeed in their use of the program. The responsibilities of both Frontier Girls LLC and the chartered organization are described below:

## **Chartered Organization Responsibilities:**

1. The Chartered Organization shall conduct their Frontier Girls program according to the policies and Terms and Conditions of Frontier Girls LLC and may add their own policies and restrictions as necessary.
2. The Chartered Organization shall include Frontier Girls programming as part of its overall program for youth and families. This includes covering the activities of the troop with general liability insurance to cover the girls and volunteers. The Charter Organization shall reserve the right to restrict the activities of their troop based on their own policies and procedures.
3. The Chartered Organization shall appoint a Troop Leader who will be responsible for running the Frontier Girls troop and will be the main contact for all communication with Frontier Girls LLC. The Troop Leader will be accountable for following the Terms and Conditions of Frontier Girls LLC as well as all policies and procedures set forth by the Charter Organization.
4. The Chartered Organization must approve all volunteers and verify that personal references and any previous experience working with youth in other organizations have been checked.
5. The Chartered Organization shall provide adequate meeting facilities. Most Charter Organizations allow troops to meet on their own premises, but if the facilities are not appropriate to Frontier Girls meetings, they can arrange for an offsite meeting place.
6. The Chartered Organization may not make a profit from any activity associated with their Frontier Girls troop. Any money raised with or for the troop must be used 100% for the girls’ benefit or donated to a charity of the girls’ choice.
7. The Chartered Organization shall renew their Troop Membership annually or notify Frontier Girls LLC of the closure of the troop. Funds for the Troop Membership fee should be raised by the girls and families participating in the program and should not be a drain on the finances of the Chartered Organization.
8. Charter Organizations agree that Frontier Girls leadership training, no matter what leadership level, is not all-inclusive and does not include comprehensive training in personnel practices and procedures or child development.
9. Chartered Organizations are not a division, branch, or department of Frontier Girls LLC. Volunteers, employees and other personnel involved in the Frontier Girls Troop of the Chartered Organization are not in any way volunteers, employees or personnel of Frontier Girls LLC. Neither the Chartered Organization nor Your Frontier Girls Troop or anyone involved or participating therein is a partner, joint venture or agent of Frontier Girls LLC. The Chartered Organization agrees that their relative status is that of an independent purchaser/licensee and provider/licensor of the Frontier Girls program materials.

**Frontier Girls LLC Responsibilities:**

1. Frontier Girls LLC shall respect the aims and objectives of the Chartered Organization and offer the resources of their program in meeting those objectives.
2. Frontier Girls LLC shall make available online program resources and leader materials to the Chartered Organization.
3. Frontier Girls LLC shall maintain a staff at their national headquarters to answer any questions and develop new materials as needed.
4. Frontier Girls LLC shall provide forums of communication for the Chartered Organization and the Leaders to communicate with other Frontier Girls troops across the country.

# Frontier Girls Charter Application

Charter Organization Name: \_\_\_\_\_

Charter Organization Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Charter Email Address: \_\_\_\_\_

Charter Phone Number: \_\_\_\_\_

Name of Appointed Troop Leader: \_\_\_\_\_

Troop Leader's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Troop Leader's Email: \_\_\_\_\_

Troop Leader's Phone: \_\_\_\_\_

Troop # assigned by Frontier Girls LLC: \_\_\_\_\_

*(to be filled in by Frontier Girls unless the Charter Organization is taking over responsibility for an existing troop or already has had a troop number assigned.)*

Would you like your organization linked to Frontier Girls website in the troop locator area?

\_\_\_ Yes \_\_\_ No

Organization website: \_\_\_\_\_

## Signature Authority

The undersigned is authorized to sign as legal representative on behalf of the individual, business or Organization on completing this Troop Membership Application. The undersigned also further certifies that all statements regarding the individual or Organization are true and complete. By signing below and completing the purchase of a Frontier Girls Troop membership I agree to the Frontier Girls LLC Charter Agreement and Terms and Conditions of Website, Service and Content Use and Limited License Agreement.

Signed By: \_\_\_\_\_ Printed Name \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized executive, officer, or agent)

This membership is agreed to and approved by:

\_\_\_\_\_, Frontier Girls LLC Date: \_\_\_\_\_

PLEASE MAKE TWO (2) COPIES: Mail the original to the Frontier Girls Office, 17040 Austin Lane, Cottonwood, CA 96022 and file one copy with the Charter Organization and one copy with the Troop records.

# Frontier Girls Charter Checklist

You can use this checklist once you are ready to begin the chartering process to ensure that you have completed all the necessary steps. This list contains everything you need to get started. Once the agreements and documents are signed and completed, please return them with your \$50 Troop Membership fee to:

Frontier Girls LLC  
17040 Austin Lane  
Cottonwood, CA 96022

\_\_\_\_\_ Read the Terms and Conditions of Website, Service and Content Use and Limited License Agreement.

\_\_\_\_\_ Read through the Frequently Asked Questions enclosed in this packet.

\_\_\_\_\_ Check with your insurance company and see if there are any restrictions on troop activities.

\_\_\_\_\_ Appoint a Troop Leader for your troop and verify references and experience.

\_\_\_\_\_ Complete the Charter Agreement

\_\_\_\_\_ Pay the Troop Membership fee of \$50 (or submit a copy of the online Paypal payment)

\_\_\_\_\_ Arrange for troop meeting location.

\_\_\_\_\_ Meet with the Troop Leader to decide how the Frontier Girls troop will serve the Charter Organization and go over any policies or restrictions put in place by the Charter Organization.

# Frequently Asked Questions

1. Is Frontier Girls LLC a 501(c)3 non-profit?

No. We are a private business that simply sells subscriptions to our website and access to our program materials with a license to use our name and uniform.

2. Are Frontier Girls Troops part of a national organization?

No, though our troops do stay in touch with each other via a variety of online forums. Frontier Girls Troops are independently owned and operated by organizations, businesses, or individuals that have purchased a troop membership through Frontier Girls LLC. Each troop is an autonomous body operated and governed by a single individual, local non-profit organization, church, school, or business.

These groups have purchased a license to use the Frontier Girls name and logo as part of their youth program. Frontier Girls troops may NOT be run as a for profit entity of any kind. Frontier Girls troops are not business franchises and are designed as a product for youth education only.

3. What does a Troop Membership from Frontier Girls include?

To register an official troop with Frontier Girls, a Charter Organization or Individual must purchase a Troop Membership in addition to the girl or family membership. In addition to the benefits listed in the individual memberships, troop memberships also include:

- Assignment of official troop number
- Leader Handbook
- All forms necessary to run a troop
- Printable certificates for awards
- Brochures and marketing materials
- Membership pin for the leader
- Ongoing support from National staff
- Supplements and Trainings added annually

4. Does each girl in the troop have to purchase an individual membership to Frontier Girls?

Yes. In order to wear the Frontier Girls uniform and use the Frontier Girls name and logo, a girl must purchase an individual or family membership from Frontier Girls Clubs regardless of whether she is using the program as an individual or as part of a troop.

5. Can different ages meet together?

The Frontier Girls program was written specifically with multiple age groups in mind. With today's busy schedules it is difficult to get children to the many activities they wish to pursue. For this reason, girls in grades preschool-12 can all be part of the same Frontier Girls troop. This allows families with more than one girl to all be part of the same troop so as not to add even more stress to the family schedule. This also allows older girls to act in leadership roles to teach and mentor the younger members, while providing the younger girls with role models closer to their own age. Within the troop, girls are divided into different program levels based on their age. Flag ceremonies, songs, snacks, and troop business can all be done as a troop. Girls may be divided into different program levels to work on various badge requirements when needed though we suggest keeping them together whenever possible.

6. Are Frontier Girls troops allowed to partner with Boy Scouts troops or other local scouting organizations?

Yes. Frontier Girls is a very flexible program and we encourage interaction with other scouting programs. We will also honor badge requirements from these other programs as long as they are age appropriate. This way if you have a Boy Scout troop that you would like to work with for a particular activity, you may use the Boy Scout badge requirements for earning your badge rather than the Frontier Girls ones, making programming easier for all involved. We also encourage Frontier Girls to be active in any local all scout activities such as community service projects or jamborees.

## 7. What about copyrights and trademarks?

The use of the Frontier Girls name, logo, and materials is restricted. Upon purchasing a Frontier Girls membership:

You may:

- Use and adapt the program to the particular needs of your organization, family or group as long as you follow our promise, creed and general program policies.
- Alter the requirements for earning badges to fit special needs particular to your family or group.
- Use alternate requirements for earning badges that you feel represent the objectives of the badge.
- Reproduce forms for individual troop use.
- Use our name and logo for t-shirts, newsletters, stationery, etc. to be circulated or used within your particular troop (as in newsletters, banquet decorations, etc.) for nonprofit purposes. Items with the Frontier Girls name or logo may NOT be sold.

You may not:

- Use the Frontier Girls name or logo for any program other than a registered Frontier Girls troop or individual. The Frontier Girls name and logo is to be used only for a troop or individual that has purchased a valid troop or individual membership and is using the Frontier Girls program.
- Reproduce or modify logos, emblems, badges, or other program specific items for distribution or resale.
- Reproduce handbooks, badge requirements, or other Frontier Girls materials by any written, mechanical, or electronic means without specific, written permission from Frontier Girls unless it is for personal or troop use.

## **Terms and Conditions of Website, Service and Content Use and Limited License Agreement**

This Frontier Girls LLC Terms and Conditions and Limited License Agreement (“Agreement”) is entered into by and between Frontier Girls LLC, a California limited liability company with offices at 17040 Austin Lane, Cottonwood, CA 96022 (“Frontier Girls”), and “You” or “Your”, the purchaser or recipient of a Frontier Girls membership subscription, or a “Visitor,” or “Registered Guest” to the Website (collectively the “parties”), on the terms and conditions set forth herein.

“Troop” refers to any group of Frontier Girls members using the Content as a group under a registered troop membership. Troops are run as part of the youth programming of a non-profit organization, business or individual and are not a division, branch, or department of Frontier Girls.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

### 1. Overview

By using this website or the content thereof, you accept the following terms and conditions. This Agreement defines your rights and responsibilities as a user (“User”) of the website operated by Frontier Girls (sometimes herein “we” or “us”) and located at [www.frontiergirlsclubs.com](http://www.frontiergirlsclubs.com) and [www.frontiergirls.com](http://www.frontiergirls.com) (the “Website”). The Website is operated in the United States of America. Access is governed by these terms and conditions under the laws of the State of California and the United States. Registration as a user of or subscriber to the Website results in your information being stored and processed in the United States, and you specifically consent to Frontier Girls’ storage and processing the personal data you submit. The Website, Content and Services provided herein are intended for adults. When a minor uses the Website, the parent or guardian of that minor will be held responsible for the minor’s actions. If you do not agree with any of these terms, or if you have any objections to our Privacy Statement you must not use the Website or Content.

### 2. Description of the Service

Frontier Girls develops youth program materials and provides resources (“Content”) and licenses the Content in conjunction with the right to use the Frontier Girls name, logo and uniform to local nonprofit organizations, businesses or individuals for use in their youth programs (a “Frontier Girls Membership”). You agree to use the Frontier Girls Content, Website, Name, Logo and Uniform consistent with the principles expressed in this Agreement.

Part of the Content includes Website graphics, information, data, links, editorial and other content accessible by Users. Information on any Frontier Girls Website is provided with the understanding that Frontier Girls is not rendering professional advice or recommendations. You

should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

All Content is owned, licensed to and/or copyrighted by Frontier Girls and may be used only in accordance with this limited use license. The Content (inclusive of the Website) is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws.

### 3. Limited Use License

You may access the Website, use the graphics, information, data, editorial and other Content only for personal use. The Content may be printed or downloaded onto mobile devices or desktops for personal use only. When printed or downloaded, the Content remains subject to the limited use license contained in this Agreement. Frontier Girls and its licensors retain title, ownership and all other rights and interests in and to all information and Content on the Website. Bots, crawlers, spiders, data miners, scraping and any other automatic access tool are expressly prohibited.

You agree that all copyrights, trademarks, trade names, service marks and similar intellectual property rights in and to the Frontier Girls Content provided by Frontier Girls under this Agreement, including the “Frontier Girls” name, are the property of Frontier Girls and are owned solely and exclusively by Frontier Girls. You agree that you will not sell for profit, reproduce or use the Frontier Girls Content in the production or sale of proprietary materials. You agree that you will not modify the Frontier Girls Content in any way.

The Frontier Girls Logo is a registered trademark belonging to Frontier Girls and may not be used on clothing, printed material, promotional materials, websites, etc. without the express written consent of Frontier Girls. The words “Frontier Girls” and the logo may be used by registered members on printed materials, promotional materials, educational materials, and websites for the sole purpose of promoting Frontier Girls. You may not sell or purchase any item with the Frontier Girls Logo that has not been purchased through Frontier Girls. The promoting of Your Frontier Girls Troop should always be in alignment with the Frontier Girls Motto, Promise, and Creed as stated on the Website. Frontier Girls reserves the right to revoke and terminate any trademark agreement at its discretion. Upon such revocation, the user must immediately cease any and all usage of the Frontier Girls trademarks.

The Frontier Girls trademarks or name may not be used in any manner that may possibly disparage, bring into disrepute, or derogate the Frontier Girls business or its members. Members will not promote goods, services or organizations that, at the sole discretion of Frontier Girls, may possibly diminish the goodwill of the Frontier Girls name or be viewed in any way to be obscene, pornographic, sexual, or violent or to encourage any activities deemed unlawful.

Violation of this limited use license may result in immediate termination of your membership and may result in legal action against you.



#### 4. Rules of Conduct

Before using the Website/Content, you agree to comply with all applicable laws and refrain from infringing any third-party rights or interests (for example, privacy and intellectual property rights). In addition, the following policies are part of this Agreement and must be followed anytime you access the Website or use the Content. Frontier Girls reserves the right to change these policies from time to time and the changes take effect when we post them on the Website:

You and Your minor child agree to subscribe and adhere to the Frontier Girls Clubs promise, creed, motto and mission, as set forth the in the Content.

- No discussion regarding sex, sexual orientation, pro-life/pro-choice, or any other sexual behavior may be discussed while representing Yourself, or Your minor child, as a Frontier Girl.
- You may not participate in any political activity while representing Yourself or Your minor child as Frontier Girls. This includes, but is not limited to protests, rallies, phone calls, or public support or opposition for any piece of legislation, or public support or opposition to any political candidate.
- You must always provide valid and complete contact information and must always have a valid email address.
- You may not share your Frontier Girls password with any unauthorized person.

This list is not exclusive. Frontier Girls prohibits members or any other user from engaging in any activity that Frontier Girls, in its sole discretion, determines is offensive, interferes with the rights of others, or causes harm to any person, including to Frontier Girls and its employees. Violation of, or acting inconsistently with, the letter or spirit of our rules may result in various consequences and at our sole discretion, including, without limitation, suspension, cancellation or termination of the accounts of the offending users, and such violation may result in the forfeiture of any and all fees that the User has already paid to be a member of the Service or any other fee. The preceding sentence shall not in any way limit any other remedy, legal, equitable or otherwise, that Frontier Girls may have or pursue.

#### 5. Subscription Terms, Fees and Payments

Users of the Website may be unregistered visitors, registered guests, or paying subscribers. The different payment options and services offered for the different levels will be published on the relevant Website or at the time a subscription or other service is offered or renewed. The terms and conditions applying to such subscriptions or other services will be incorporated into this Agreement.

Terms for All. You must be 18 years or older to register or subscribe and must be the legal parent or guardian of any minor child you register as a member. You must provide Frontier Girls with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. As part of the registration process, you will select a username and password. You understand that you may not (i) select or use a name of another person with the intent to impersonate that person; (ii) use the rights of any person without authorization; or (iii)

use a name that we, in our sole discretion, deem inappropriate. You are responsible for all usage or activity on the Frontier Girls website via your account. Distribution of your password to others for access to the Frontier Girls website is expressly prohibited. You will never be required to reveal your password to any representative or agent of Frontier Girls, its owners or agents. You must notify us by regular mail or by e-mail at [kerry@frontiergirls.com](mailto:kerry@frontiergirls.com) of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or billing information.

All subscriptions are automatically renewing with the exception of those purchased by check or money order. This means that once you become a subscribing member, your subscription will be automatically renewed and your billing choice will be charged based on the subscription program you have chosen unless you opt out or cancel by following the instructions in this Agreement. The renewal of the subscription takes place subject to the terms in force on the date of renewal.

Frontier Girls Individual memberships authorize one female to use the Frontier Girls name, logo and Content and to wear the Frontier Girls Uniform. Frontier Girls Family memberships authorize all females in a single household to use the Frontier Girls name, logo and Content and to wear the Frontier Girls Uniform. Frontier Girls Troop memberships authorize You to operate one local Frontier Girls Troop per Agreement. Troop numbers are assigned in numerical order and are attached to the Troop memberships. Troop memberships, along with their number, may be transferred to another person or entity upon written request.

Frontier Girls will consider membership renewal only after payment of the current membership renewal fees, any outstanding fees, charges or invoices and receipt of any information requested. Frontier Girls is under no obligation to renew any membership.

**Opting Out of Automatic Renewal.** You may opt out of renewing your subscription by cancelling the recurring payment in your Paypal account or by emailing [kerry@frontiergirls.com](mailto:kerry@frontiergirls.com). If you do not let us know that you want to terminate your subscription at least two days prior to the end of the current subscription period the payment for the renewal period of the subscription will be made. A refund will be granted if requested within thirty days of the paid renewal.

**Cancellations and Refunds.** For all initial purchases of subscriptions, you may cancel during the first 15 days and receive a full refund. If the cancellation occurs after the first 15 days, you will not receive a refund. For all renewals of subscriptions, you may cancel within seven days of the renewal date and receive a full refund. If you cancel your subscription but are not eligible for a refund, you will retain access to the Website until your subscription expires. Cancellations may be made by emailing [kerry@frontiergirls.com](mailto:kerry@frontiergirls.com). Your cancellation must be received by end of business (5:00 p.m. Pacific Time) on the appropriate day as described above. All refunds will be given to the original credit card or Paypal account on which the purchase was made. Please allow a reasonable time for the refund to reach you or be charged back to your account.

## 6. Communications Between Frontier Girls and You

All communications to you for the purpose of informing you of changes or additions to the Website, Content or Service, or of any related products and services will be via email. It is your sole responsibility to ensure that your listed email remains current and that Frontier Girls emails do not end up in your spam folder.

## 7. Modifications to this Agreement

Frontier Girls has the right, at its sole discretion, to modify this Agreement at any time. Changes will be posted on the Website and take effect immediately. If any portion of this Agreement or any change to the Website is unacceptable to you or will cause you to no longer be in compliance with the Agreement, you may cancel your subscription by following the instructions in this Agreement. Continued use of the Website now or following posted notices of changes in this Agreement means that you have accepted and are bound by the changes.

## 8. Liability Disclaimer

**No Warranty.** We make no express warranties or representations as to the quality and accuracy of the Content, Website or Service, and we disclaim any implied warranties or representation to the maximum amount permissible under applicable law. We offer the Website on an “as is basis” and do not accept responsibility for any use of or reliance on the Website, Content or Service, or for any disruptions to or delay in the Service. In addition, we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Website, Content or Service. Frontier Girls does not guarantee the adequacy of the Service or Website or compatibility thereof to your computer equipment and environment and does not warrant that this Website, the Service, its servers, or any emails which may be sent from Frontier Girls are free of viruses or any other harmful components.

**Assumption of Risks:** Frontier Girls does not provide liability or medical insurance for the protection of any individual, group, business, or organization who may choose to use the Frontier Girls Content. Any youth program or individual that uses the Frontier Girls name, logo, or uniform or uses Frontier Girls Content is not a division, branch, or department of Frontier Girls LLC. Knowing, understanding, and fully appreciating all possible risks, You hereby expressly, voluntarily and willingly assume all risks and dangers associated with Your minor child’s and/or Your use of the Frontier Girls website and Content. You understand and acknowledge that activities using Frontier Girls Content could result in injury or even death and agree that participation in all activities shall be at Your minor child’s and/or Your sole risk.

You and Frontier Girls agree that any youth program or individual that uses the Frontier Girls name or logo and uses Frontier Girls Content is not a division, branch, or department of Frontier Girls. Volunteers, employees and other personnel involved in Your Frontier Girls Troop are not in any way volunteers, employees or personnel of Frontier Girls. Neither You nor Your Frontier Girls Troop or anyone involved or participating therein is a partner, joint venture or agent of Frontier Girls. You and Frontier Girls further agree that their relative status is that of an independent purchaser/licensee (You) and provider/licensor (Frontier Girls) of the Frontier Girls program materials. Individual parent/guardians are responsible for verifying that their Frontier

Girls Troop leader and volunteers have been screened to the parent/guardian's satisfaction before participating in Troop activities.

**Troop Memberships:** "Troop" refers to any group of Frontier Girls members using the Content as a group under a registered troop membership. Troops are run as part of the youth programming of a non-profit organization, business or individual and are not a division, branch, or department of Frontier Girls.

You are solely responsible for the safety of all children and adults who are involved or participate in any way in Your Frontier Girls Troop and complying with all laws related to any activities undertaken. You are responsible for the all screening, hiring, training, supervising, and other personnel matters concerning any volunteer or employed leaders and staff involved in Your Frontier Girls Troop.

You accept the responsibility to implement the Frontier Girls Content according to the policies and guidelines established by Frontier Girls as part of Your overall program for youth. Frontier Girls makes available Content and has a national support staff to assist the local leadership in their task. You understand and agree that Frontier Girls materials, no matter what leadership or volunteer level, is NOT all-inclusive and does NOT include comprehensive training in personnel practices and procedures or child development; further, you understand and accept that the program materials are provided without any warranty concerning these matters and that the Frontier Girls does not represent itself as expert in these matters. If you have any concern about the use of any of the materials or activities provided therein, it is Your responsibly to decide whether such materials or activities are safe and appropriate for your particular Frontier Girls activities.

If You are a business or non-profit organization, You and the person accepting this agreement hereto on Your behalf represent that each of You have the legal right and authorization to enter into this Agreement on behalf of said business or organization.

**Limitation of Liability; Exclusive Remedy.** We limit our liability by the maximum amount permissible under applicable law. In particular, We shall not be liable for any damages that We cause unintentionally and We shall not be liable to You for any actual, incidental, indirect or consequential loss or damage howsoever caused, provided that nothing in this Agreement will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law. If you are dissatisfied with any portion of the Website, Content, or Service, or with any clause of these terms, as your sole and exclusive remedy you may discontinue using the Website, Service and Content.

You shall indemnify, defend and hold harmless Frontier Girls, its owners, employees, agents, officers, directors, successors and assigns, from and against any and all claims, damages, losses, liabilities, or injuries arising out of or related to the use of the Frontier Girls Website, Service, or Content, or any breach of this Agreement. This includes, without limitation, claims by You, Your members, employees, agents, officers, or directors, and any of the leaders, participants, and volunteers of Your Frontier Girls Troop, as well as any other persons or entities bringing claims. This provision will survive the termination of this Agreement.

Third Party Services. Frontier Girls may, from time to time, provide opportunities to Users of the Website to visit websites from third parties. Websites of those third parties are subject to terms and conditions different from those found here and it is your responsibility to ensure that you have read and understood them. Frontier Girls makes no warranty concerning, is not responsible for and does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from Frontier Girls.

## 9. Disputes

If a dispute arises between You and Frontier Girls, our goal is to provide you a neutral and cost effective means of resolving the dispute quickly. To that end, You agree to first contact Frontier Girls Customer Support at 1-530-524-8799 or Kerry@frontiergirls.com to describe the problem and seek a resolution. If that does not resolve the issue, then You and Frontier Girls agree to the following methods to resolve any dispute or claim.

The parties to this Agreement agree that any claim or dispute arising from or related to this Agreement shall be governed and controlled by California law without regard to its conflict of laws provisions, and that this Agreement was entered into in Shasta County, Redding, California. Jurisdiction for any dispute shall reside in the Federal or State courts serving the State of California. Where an action is filed in state court, venue shall be Shasta County Superior Court, Redding, California. The parties agree that in the event of a dispute, prior to filing an action they must make good faith efforts within the first 45 days of providing written notice of such dispute to resolve the dispute through mediation in Redding, California. The mediation can be conducted by any reputable mediator in the Redding, California area, and the parties shall share equally in the cost of the selected mediator. The parties understand that this process shall be the sole remedy of any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, unless such process is followed.

**YOU AND FRONTIER GIRLS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Frontier Girls agree otherwise, the court may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This provision shall survive termination of this Agreement.

## 10. Photograph, Video, Film or Vocal Recording Media Release for all Frontier Girls Activities

You authorize the release of any photographs, video, film, or vocal recording submitted to Frontier Girls by You, Your Troop leader, or other registered members based on the following conditions:

1. These records become the property of Frontier Girls LLC.

2. This release is given without promise or expectation of compensation.
3. You, and Your minor child, do release to Frontier Girls any right, title and/or interest of any kind they may have in the records produced. You hereby grant to Frontier Girls the right and authority to photograph, video, film and/or record vocally.
4. All records may be used for promotional or publicity purposes and may be published in mass media publications, in Frontier Girls newsletters and other Frontier Girls publications, on the Frontier Girls Website, or shown on television or movie presentations. You and Your minor child's last name may be used.
5. This release is effective until revoked in writing by You. Such revocation shall only be effective to prevent any expanded future use of the records.

#### 11. User Comments, Feedback, Submission, and Postings

All comments, feedback, submissions, photos, videos or other information communicated to Frontier Girls of the USA through this site, email, forums, social media, print or other electronic means (collectively, the "Submission") will forever be the property of Frontier Girls. Frontier Girls will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business (including without limitation, product, program, or promotion ideas) and will not incur any liability as a result of any similarities that may appear in future Frontier Girls business. Frontier Girls will be entitled to use the Submission for any noncommercial, commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you own whatever material you submit, and use of your Submission by Frontier Girls will not infringe or violate the rights of any third party.

#### 12. Miscellaneous

We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to You and, as a result, You may not, without the written consent of Frontier Girls, assign or transfer any of Your rights and obligations under these terms.

You acknowledge and agree that Frontier Girls may disclose your information if Frontier Girls believes that it is required to do so by law, or that such preservation or disclosure is reasonably necessary to: (a) comply with legal process or governmental requests; (b) enforce the Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or safety of the Website, Content, the users, or the public.

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of these terms shall remain valid and enforceable. We can replace any term which is not valid and enforceable with a term of similar meaning which is valid and enforceable.

Any failure by us to enforce any term of the terms of this Agreement shall not affect our right to require performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these terms be taken to be a waiver of the provision or provisions itself.

You agree to indemnify us against all liabilities, claims and expenses that may arise from any breach of this Agreement by you or otherwise as a result of your use of the Services, Content or Website.

Official correspondence must be sent via postal mail to:

Frontier Girls LLC

Attn: Customer Solutions

17040 Austin Lane

Cottonwood, CA 96022

This Agreement, including any terms, conditions and policies expressly referenced herein and as amended in the future, shall constitute the complete understanding and agreement between You and Us, and shall supersede and cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by Frontier Girls.

By purchasing or accepting a Frontier Girls Membership, you verify that you are 18 years of age or older. If you are accepting this Agreement on behalf of a minor, You certify that all representations are true and that You are the minor's legal guardian or custodial parent with full authority to bind the minor and Yourself to this Agreement. If you are purchasing this membership on behalf of a business or organization, you certify that you are a legal representative of the organization with full authorization to bind the organization to the Agreement.