

# CAMPINTOUCH USER AGREEMENT

This CampInTouch User Agreement (this "Agreement") located at [campminder.pactsafe.io](https://campminder.pactsafe.io) is a binding agreement between the user ("you") and CampMinder, LLC, a Colorado limited liability company that furnishes certain services to the Camp, together with its affiliates and assignees (collectively "CampMinder" or "we" or "us"). This Agreement governs your use of the resources and services (including photo and email systems) provided through CampMinder's web application for parents of campers (the "CampInTouch System").

## TERMS OF USE

IF YOU DO NOT AGREE WITH ALL OF THIS AGREEMENT AND THE CAMPMINDER PRIVACY POLICY ([HTTPS://CAMPMINDER.COM/PRIVACY-POLICY/](https://campminder.com/privacy-policy/)), YOU ARE NOT AUTHORIZED TO ACCESS THE CAMPINTOUCH SYSTEM AND YOUR USE OF THE CAMPINTOUCH SYSTEM SHALL BE DEEMED ACCEPTANCE OF THESE TERMS AND THE CAMPMINDER PRIVACY POLICY. If you do not agree with this Agreement, or do not understand it, please exit the CampInTouch System immediately or terminate your account by calling us at 303-444-CAMP (2267).

Your use of the CampInTouch System will always be governed by this Agreement and the Privacy Policy posted at the time, whether you have reviewed them or not.

## YOUR ACCOUNT

To use the CampInTouch System, CampMinder requires that you register. By registering as a user, YOU REPRESENT THAT YOU ARE AGE 13 OR OLDER. People under the age of 13 are prohibited from registering. CampMinder reserves the right to terminate any account with or without reason at any time.

As part of registration, you will be asked to provide certain information about yourself and your camper(s), including Personal Information (defined as information that can be used to identify or authenticate an individual), and that may include health or financial information. By using the CampInTouch System you represent that any information that you provide through the CampInTouch System is true, accurate, current and complete information, and you agree to maintain and promptly update the user data to keep it true, accurate, current and complete.

You will set a password for your account, and you agree to protect and safeguard it against unauthorized use. You must immediately notify us of any unauthorized use of your account or any other breach of security. You must exit from your account at the end of each session and must not allow the sharing of login credentials between users.

YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. CampMinder is not liable for any harm you may incur as a result of someone else using your password or account, either with or without your knowledge.

## CONTENT AND INTELLECTUAL PROPERTY

You acknowledge and agree that the software used by us, as well as the graphics, text and other material appearing on the CampInTouch System ("Content"), are protected by copyrights, trademarks, service marks, or other proprietary rights and laws. CampInTouch, CampMinder, the CampMinder logo, and other product and service names are trademarks of CampMinder (the "CampMinder Marks") and their respective owners. Except as expressly authorized by CampMinder, you

agree not to display, modify, distribute, create derivative works based on, or use in any manner, the CampMinder Marks or any other features of the CampInTouch System.

We do not own any of the Content submitted by our users. However, with respect to Content you submit or make available on the CampInTouch System, you grant CampMinder a world-wide, royalty free, perpetual, irrevocable, and non-exclusive license to use, distribute, reproduce, modify, and display such Content in any format or medium now known or later developed, as necessary to host, maintain and provide access to the CampInTouch System to you and other users.

We may preserve Content in our sole discretion and we may also disclose such information to third parties to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect our rights, property, or personal safety or the rights, property and personal safety of our users and the public. We do not, however, undertake any affirmative obligation to examine Content or disclose Content to any third party for any reason.

You understand that your Content may be transmitted over a number of different networks and people other than those on the CampInTouch System could gain access to it.

## PROHIBITED ACTS

You shall not, nor shall you permit any or any other individual or entity to: (a) use or access the CampInTouch System except as expressly permitted by this Agreement; (b) remove, alter, cover, or obscure the copyright or other proprietary notices appearing in the CampInTouch System; (c) alter, modify, or prepare derivative works based on any software or application accessible through the CampInTouch System; (d) sell, license, rent or otherwise make available the CampInTouch System to, or use any part of the CampInTouch System for the benefit of, anyone other than Licensee or Authorized Users; (e) target or harm minors in any way; (f) use the CampInTouch System to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses; (g) interfere with or disrupt the integrity or performance of the CampInTouch System or third-party data contained therein; (h) attempt to gain unauthorized access to the CampInTouch System or its related systems; (i) access the CampInTouch System in order to build a competitive service or to benchmark with a non-CampMinder service; or (j) reverse engineer the CampInTouch System (to the extent such restriction is permitted by law).

You agree not to use a false email address, impersonate any person or entity, or otherwise disguise the origin of any information you submit. By using the CampInTouch System you agree that no information you furnish will violate anyone else's rights, and will not be, or contain, threatening, libelous, defamatory, pornographic, profane or otherwise unlawful material. You shall be solely responsible for any information you furnish or transmit.

## DATA COMPLIANCE

The CampInTouch System is not directed at children under the age of 13. CampMinder complies with the Children's Online Privacy Protection Act and does not knowingly permit registration or submission of Personal Information by anyone less than 13 years of age. By registering an account you represent that (a) you are age 13 or older, and (b) you are the parent or legal guardian of anyone under age 13 about whom you submit Personal Information.

Through the CampInTouch System, the parent or legal guardian of a camper has immediate access to and control over the Personal Information CampMinder holds concerning the camper. The parent or guardian can modify or delete that information at any time; provided however, the camper's record cannot be deleted in full so that the Licensee or Camp can

maintain accurate records, but such camper's record can be anonymized or pseudonymized if requested by the parent or legal guardian.

You may provide personal, health-related, and other information concerning your camper(s) through various forms included in the CampInTouch System. CampMinder does not sell or rent this information to others for commercial purposes, but may use this information as set forth in the CampMinder Privacy Policy including (without limitation) disclosing such information to the Camp, and to Camp personnel, medical personnel and others permitted by the Camp who may disclose and/or use the Information for diagnosis, treatment and other lawful purposes. By providing such information, you represent and warrant that you have all necessary right, title, and interest (including any consent or other lawful basis) necessary to provide such information to CampMinder and any third party recipients for the purposes described in the Privacy Policy Please review our Privacy Policy for more information.

## LIMITATION OF LIABILITY

THE CAMPINTOUCH SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CAMPINTOUCH SYSTEM IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMPMINDER AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ACCESS TO THE CAMPINTOUCH SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, NOR THAT DEFECTS IN THE CAMPINTOUCH SYSTEM WILL BE CORRECTED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CAMPMINDER AND ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, MANAGEMENT, EMPLOYEES AND AGENTS (COLLECTIVELY, "CAMPMINDER PARTIES") SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF DATA, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF CAMPMINDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE CAMPMINDER PARTIES IN THE AGGREGATE BE LIABLE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (\$100).

## INDEMNIFICATION

You agree promptly upon demand to indemnify and hold harmless CampMinder and its affiliates and their respective owners, management, employees and agents from any liability, cost or expense (including attorneys' fees), directly or indirectly arising from or related to your use of the CampInTouch System or your violation of this Agreement.

## APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws' provisions thereof. By use of the CampInTouch System you irrevocably agree that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the Federal or state courts in the County of Boulder in the State of Colorado, where you consent to jurisdiction and venue and service of process by any means permitted therein. YOU IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT. Any failure of CampMinder to exercise

or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

## UPDATES

We reserve the right to modify this Agreement at any time, so please review it frequently. If CampMinder decides to change this Agreement, we will post those changes on the CampInTouch System or online to this Agreement at [campminder.pactsafe.io](http://campminder.pactsafe.io). Your continued use of the CampInTouch System following such modifications will be subject to the revised Agreement. Your use of the CampInTouch System will always be governed by the versions of this Agreement and the Privacy Policy posted at the time, whether you have reviewed them or not.

For any questions please contact us at 303-444-CAMP (2267).