

# CAMPMINDER – MESSAGING TERMS AND CONDITIONS

- 1. Scope.** These Messaging Terms and Conditions (“**Messaging Terms**”) apply to the Campminder advanced communication services (“**Messaging Services**”). These Messaging Terms are entered between you and Campminder, LLC (“**Campminder**”) and supplement, and are hereby incorporated into, the Master License Agreement or other services agreement between you and Campminder (“**Agreement**”).
- 2. Changes.** Campminder may update these Messaging Terms by posting the updated agreement on its site or sending you the updated version. Unless otherwise specified in the notice, such changes will take effect upon such notice.
- 3. Third Party Service.** You understand and agree that the Messaging Service operates through the use of a Third Party Service (currently, Twilio Inc. (“**Twilio**”), as defined in the Agreement. Nothing in these Messaging Terms shall limit or modify Campminder’s liability under the Agreement with respect to any portion of the Messaging Services operated by a Third Party Service provider.
- 4. Fees.** Campminder reserves the right to modify the fees, unit pricing, and other costs and fees payable for the Messaging Services (“**Messaging Service Fees**”) at any time, provided that such modifications shall take effect thirty (30) days following notification to you. Notwithstanding the foregoing, all fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, “**Communications Surcharges**”). CampMinder reserves the right to be reimbursed for all Communications Surcharges paid or payable in connection with your use of the Messaging Services. You will pay all costs, fines, or penalties that are imposed on CampMinder or its Third Party Service provider by a government or regulatory body or a telecommunications provider as a result of your or your Authorized Users’ use of the Messaging Services.
- 5. Licenses.** You grant to Campminder, Twilio and Twilio’s affiliates the right to process Licensee Data that you provide to us in connection with the Messaging Services as necessary to provide the Messaging Services in a manner that is consistent with these Messaging Services and further as set forth in the Twilio Data Protection Addendum located at: <https://www.twilio.com/en-us/legal/data-protection-addendum> (as may be updated from time to time, the “**Twilio DPA**”).
- 6. Compliance.** The Messaging Services must be used in compliance with all laws, rules, regulations, as well as binding agreements and industry guidelines, applicable to you and your use of the Messaging Services, including without limitation: (i) the [Agreement](#); (ii) these Messaging Terms, (iii) our [Terms of Service](#), the [Twilio Acceptable Use Policy](#), and the [Twilio Messaging Policy](#); (iv) all Data Protection Laws; (v) the most recently issued version of the CTIA Messaging Principles and Best Practices: <https://www.ctia.org/the-wireless-industry/industry-commitments/messaging-interoperability-sms-mms>; (vi) the 10DLC SMS and MMS Forbidden Content Policies (<https://www.10dlc.org/en/shaft>); and (vii) the Canadian Anti-Spam Legislation (CASL) for Commercial Electronic Messages (CEM) (which applies to any telecommunication, including, but not limited to, email, text, sound or images) that is enforced by the Canadian Radio-Television and Telecommunications Commission: <https://ised-isde.canada.ca/site/canada-anti-spam-legislation/en>, the Canadian Competition Bureau and the Office of the Privacy Commissioner of Canada in connection with any individual or business that sends, or assists in sending, a CEM, including any CEM that is sent from, routed to or accessed from a device in Canada, to a consumer in Canada, and must include in the communication a recitation of the type of information to be sent for what purpose, consent to receive CEMs and a simple, clear and cost-free mechanism that allows the recipient to revoke their consent and unsubscribe from the receipt of future CEMs (“**Requirements**”). Between you and Campminder, you are responsible for all content of any communications sent through your account via the Messaging Services (“**Messages**”). You are solely responsible for all Authorized Users use of the Messaging Services.
- 7. Configuration Requirements.** Campminder may specify, and you will follow, the configuration requirements, Licensee or Authorized User access, authorization, and authentication processes or requirements, and any other procedures required

by CampMinder or our Third Party Service provider for you to access or use the Messaging Services, in each case as set forth in the Campminder Customer Profile Registration form or otherwise requested by Campminder from time to time ("**Configuration Requirements**"). CampMinder may update or revise the Configuration Requirements from time to time, including without limitation as reasonably necessary to comply with applicable Requirements or the requirements of the Third Party Service provider. You acknowledge that compliance with the Configuration Requirements: (i) is a condition of your access to and use of the Messaging Services; and (ii) may require you to provide certain information, including Personal Data, to a Third Party Service provider. CampMinder shall have no responsibility, no liability, and no obligation to refund any fees arising from: (a) your failure to comply with the Configuration Requirements, including any unavailability of or inability to access the Messaging Services; or (b) your provision of any information or Personal Data to a third party to the extent necessary to fulfill the Configuration Requirements.

8. **Personal Data.** If you have entered into a data protection agreement with Campminder ("**CM DPA**"), we will process any Personal Data you provide through the Messaging Services in accordance with the CM DPA, as supplemented by the Twilio DPA. You further acknowledge that Twilio collects and monitors the content of text messages processed via Twilio's Services to United States and Canadian numbers in order to detect spam, fraudulent activity, and violations of the [Twilio Acceptable Use Policy](#). You will provide notice to, and obtain and document consent from, the sender and recipient of text messages to permit Twilio to: (i) transmit such text messages and (ii) collect and monitor the content of such text messages for the purpose of detecting spam, fraudulent activity, and violations of the [Twilio Acceptable Use Policy](#), in each case as further described in the [Twilio Privacy Notice](#). You hereby appoint Twilio, Inc. as a subprocessor authorized to process Personal Data on CampMinder's behalf in relation to the Messaging Services as provided in these Messaging Terms.

9. **Notices and Consents.** You will, and represent and warrant that you have: (i) provided and will continue to provide adequate notices to any recipients of Messages ("**Recipients**") regarding the Messaging Services; (ii) that you have obtained and will continue to obtain the necessary permissions and consents from Recipients necessary to process Personal Data, or otherwise use or perform the Messaging Services as set forth in these Messaging Terms; and (iii) will maintain all appropriate documentation of each of the foregoing. CampMinder may make available through the Messaging Service certain example language, consent forms or methods, and/or documentation functionality ("**Templates**"). ALL TEMPLATES ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU. TEMPLATES ARE PROVIDED WITHOUT, AND CAMPMINDER EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR BY OPERATION OF LAW. CAMPMINDER CANNOT AND DOES NOT PROVIDE LEGAL ADVICE TO YOU. THE TEMPLATES ARE NOT INTENDED TO BE, AND YOU HEREBY ACKNOWLEDGE THAT THEY ARE NOT, LEGAL ADVICE. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING ANY LEGAL ADVICE REGARDING THE MESSAGING SERVICE AND TO ENSURE THAT YOUR USE OF THE MESSAGING SERVICE MEETS YOUR OBLIGATIONS UNDER APPLICABLE REQUIREMENTS.

10. **Restrictions.** You may not, and may not allow any of your Authorized Users or other individual or third party to use the Messaging Services:

- a. To send Messages to any Recipient who has not provided consents in accordance with applicable Requirements, or who has requested to opt-out or withdraw consent to Messages from Licensee;
- b. To imitate the identity of Campminder, or any third party other than the Licensee.
- c. To engage in any fraudulent or illegal conduct.
- d. To conduct marketing or solicitations for products and services other than those offered by the Licensee.
- e. To engage in any marketing or commercial communications that relate to gambling, drugs, alcohol, prescription pharmaceuticals, firearms, or other content that may be directed solely at individuals of majority age in applicable jurisdictions, or otherwise subject to content-specific regulation under applicable law.

- f. To process or store data that is subject to: (i) the Health Insurance Portability and Affordability Act (HIPAA); (ii) the Fair Credit Reporting Act (FCRA); (iii) the Gramm-Leach-Bliley Act (GLBA); or (iv) other sensitive or regulated information.
- g. To display, transmit, or otherwise process content, or use the Messaging Services in a way, that (i) is unlawful or violates any Requirements; (ii) violates, infringes, or misappropriates the privacy or intellectual property rights of any person; (iii) includes, enables access to, or directly or indirectly results in the execution or introduction of malicious code, including without limitation, viruses, worms, ransomware, known software vulnerabilities, scripts, agents, APIs, integrations or other programs that intend or have the effect of causing harm; or (iv) is obscene, profane, sexually suggestive or pornographic, discriminatory, violent, or that advocates for or aids unlawful or criminal activities.
11. **Indemnity.** In addition to, and without limitation of the indemnification obligations set forth in the Agreement, you will indemnify, defend, and hold Campminder and its affiliates and Third Party Providers and each of their directors, officers, and employees, (“**Campminder Parties**”) harmless from all losses, fines, penalties, costs, reasonable attorney’s fees, and other damages related to a claim, demand, suit or proceeding made or brought against the Campminder Parties by a third party arising out of: (i) your use of the Messaging Services, except to the extent of Campminder’s breach of the Agreement, CM DPA, or these Messaging Terms; or (ii) any alleged or actual breach of these Messaging Terms or violation of any Requirements by you or your Authorized Users, including without limitation, the failure to provide notice or obtain any consents or other rights necessary to send Messages or operate the Messaging Services.
12. **LIMITATION OF LIABILITY.** IN ADDITION TO, AND WITHOUT MODIFICATION OF THE LIABILITY LIMITATIONS SET FORTH IN THE AGREEMENT, IN NO EVENT WILL THE CAMPMINDER PARTIES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE MESSAGING TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY’S OR ITS AFFILIATES’ REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. ALL LIMITATIONS ON THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY SET FORTH IN THE AGREEMENT SHALL APPLY TO THESE MESSAGING TERMS, EXCEPT THAT YOUR TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO: (I) YOUR INDEMNIFICATION OBLIGATIONS IN SECTION 10; (II) ARISING FROM YOUR BREACH OF ANY REQUIREMENTS; OR (III) YOUR OBLIGATION TO PAY THE MESSAGING SERVICE FEES OR COMMUNICATIONS SURCHARGES WILL, IN EACH CASE, BE UNLIMITED.
13. **Severability.** In the event that any provision of these Messaging Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of these Messaging Terms will continue in full force and effect.
14. **Entire Agreement.** These Messaging Terms, together with the Agreement and all exhibits and attachments hereto, and terms incorporated herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, statements, sales materials, presentations, or non-disclosure or other agreements, whether oral or written.
15. **Conflicts.** To the extent of any conflict between these Messaging Terms and the Agreement, the following order or precedence shall apply: (i) the Twilio DPA; (ii) the CM DPA; (iii) the Messaging Terms; (iv) the Agreement; and (v) the Order Form.