

# OVERVIEW

Welcome to Campminder! This website is owned and operated by Campminder, LLC (“**Campminder**,” “**us**,” “**our**,” or “**we**”). These Terms and Conditions of Use (“**Terms of Use**”) set forth the terms and conditions under which you are authorized to use one of our websites, including any website where these Terms of Use are posted, and any subdomains and mobile versions thereof (collectively, the “**Services**”).

To the extent additional rules or guidelines affect your use of our Services, those rules and guidelines (including our [Privacy Policy](#)) are hereby incorporated by reference into these Terms of Use. By using any of our Services, you (“You”) agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Services. **Through your use of our Services, you acknowledge these Terms of Use.**

## THIRD-PARTY SERVICES AND CONTENT

We provide our services on behalf of our third party camps and other clients (“**Clients**”), and may use third party service providers in order to provide features or services to you. Your interactions with, and use of features and other content or services provided by, third parties are not governed by these Terms of Use. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site or service, or any use of your information by those third parties. You further acknowledge and agree that any reliance on representations and warranties provided by any party other than Campminder will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties. Your use of those third-party websites and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.

## MODIFICATIONS AND INTERRUPTION TO THE SERVICES

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Services, or that operation of our Services will be uninterrupted or error free. You understand that usage of our Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## YOUR ACCOUNT

As a condition of your right to use our Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Services under the laws of the United States or any other country. By registering as a user, YOU REPRESENT THAT YOU ARE AGE 16 OR OLDER. People under the age of 16 are prohibited from registering. Campminder reserves the right to terminate any account with or without reason at any time.

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 share your login credentials with any third parties without Campminder's authorization.

YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, IF 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.

## DATA COMPLIANCE

As part of registration, you will be asked to provide certain data about yourself and your camper(s), including Personal Data (as defined in our [Privacy Policy](#)) and sensitive health or financial information. By providing this data, you represent that the data is true, accurate, current and complete, and you agree to maintain and promptly update the user data to keep it true, accurate, current and complete.

Campminder may process this data as set forth in the Campminder [Privacy Policy](#), including (without limitation) by disclosing such information to a Client and the Client's authorized users, medical personnel, and others third parties who may disclose and/or use the information for diagnosis, treatment and other lawful purposes. By providing such data, you represent and warrant that you have all necessary right, title, and interest (including any consent or other lawful basis) necessary to provide such data to Campminder and any third-party recipients for these and any other applicable purposes described in our Privacy Policy.

Our Service is not directed at children under the age of 16. Campminder complies with the Children's Online Privacy Protection Act and other applicable law, and does not knowingly permit registration or submission of Personal Information by anyone less than 16 years of age. By providing any Personal Data, you represent that you are the parent or legal guardian of anyone under age 16 about whom such Personal Data relates.

Please [review our Privacy Policy](#) for more information about the rights you grant to Campminder, and your rights and obligations with respect to Personal Data.

Campminder offers multifactor authentication (MFA) through text message verification. This policy outlines how you may opt in to receive MFA-related communications via SMS or phone calls. By providing a valid mobile phone number and selecting the MFA text message option within your Campminder account, you expressly consent to receive SMS or automated phone messages from Campminder. By opting in to MFA text messages, you confirm that you are the owner or authorized user of the provided phone number and consent to receive automated communications from Campminder for account security purposes. All MFA text messages will be delivered through Twilio, Campminder's communication platform. Standard message and data rates may apply according to your mobile carrier. You may opt out of receiving MFA text messages at any time by updating your MFA settings in their Campminder account or contacting Campminder Support by emailing [cmsupport@campminder.com](mailto:cmsupport@campminder.com). Opting out of MFA text messages may limit access to certain account features and could reduce account security. Campminder may require alternative verification methods for account access. If no other options are available, you may be required to use MFA text message verification based upon the level of access you have to Campminder systems. Phone numbers provided for MFA purposes will be used solely for authentication-related communications and will not be used for marketing or third-party promotions. Campminder's use of your phone number is governed by Campminder's Privacy Policy.

## RESTRICTED ACTIVITIES

You may not engage in any of the following with regard to the Services (including without limitation posting or transmitting content through the Services), and you agree not to use the Services to:

- violate or encourage the violation of any local, state, national, or international law or regulation;
- collect or store personal data about other users of our Services or solicit personal information from any individual without proper rights or consent of the individual;
- send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by Campminder in its sole discretion;
- infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- disrupt or interfere with the security or use of the Services or any websites or content linked to them;
- interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
- attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Campminder or create or use a false identity;
- attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
- use any meta tags or any other "hidden text" utilizing Campminder name, trademarks, or product names;
- attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services;
- engage in any activity that interferes with any third party's ability to use or enjoy the Services; or
- assist any third party in engaging in any activity prohibited by these Terms of Use.

Without our written consent, you may not:

- reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any Campminder content or any use of or access to the Services;
- use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- access the Services in order to build a competitive service or to benchmark with a non-Campminder service; or
- reverse engineer the Services (to the extent such restriction is permitted by law).

Further, if you are a "covered entity," "business associate," or representative thereof, as those terms are defined by the Department of Health and Human Services at CFR Title 45 § 160.103 ("Title 45"), you agree that you will not use any component, function, or other

facility of the Campminder Services to create, receive, maintain, or transmit any "protected health information" as defined in Title 45. You further agree not to use the Campminder Services in any manner that would render Campminder or any of its affiliates a "business associate" to you or any third party under the Health Insurance Portability and Accountability Act ("HIPAA").

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, CAMPMINDER, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**CAMPMINDER PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES OR THE SERVICES OF ANY THIRD PARTY SERVICE PROVIDER IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE CAMPMINDER PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SITES OR OF THE SERVICES OF ANY THIRD PARTY SERVICE PROVIDER OR THEIR USE OF YOUR DATA OR INFORMATION. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY CAMPMINDER PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE CAMPMINDER PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. To the extent permitted by law, if applicable, you expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL OUR OR THE RELEASEES' TOTAL LIABILITY TO YOU EXCEED \$100.00. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

## INDEMNIFICATION

You agree to indemnify and hold the Campminder Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on our Services, or other use of our Services in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Services using your computer, mobile device or account.

## COPYRIGHT AND TRADEMARK INFORMATION

All content, copyrights and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively "**Content**"), are owned by Campminder, with all rights reserved, or in some cases may be licensed to Campminder by third parties. This Content is protected by the intellectual property rights of Campminder or those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Campminder. You do not acquire any right, title, or interest in any Content by accessing or using the Services. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Services is prohibited.

## PERMITTED USE OF THE CONTENT

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You may use the Content solely for your personal, non-commercial use, except as described herein. You may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content. You may not make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

## LINKS TO THE SERVICES

You are hereby licensed to create hyperlinks to our Services, provided that the hyperlink accurately describes the Services. If you include links to our Services on your website, when the link is clicked, the applicable page within our Services must be displayed in full (including all trademarks, branding, advertising and promotional materials), without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the page within the applicable Service, and without any interstitial pop-ups or web pages loading before the applicable target page is accessed. The page on which such links are featured must be accessible to the general public and not provided through a subscription service or for a fee, unless otherwise

expressly agreed in writing by Campminder. Under no circumstances may you “frame” all or any portion of the Services or copy portions of the Services to a server, except as part of an Internet service provider’s incidental caching of pages. We reserve the right to revoke these licenses generally, or your right to use specific links or feeds, at any time, with or without cause.

## CONTENT COMPLAINTS

If you believe that any Content on our Services violates these Terms of Use or is otherwise inappropriate, please report the Content by contacting us by mail at Campminder, LLC [5766 Central Avenue, Suite 200, Boulder, Colorado 80301](#)

## NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

In the event that you find Content posted on our Services which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact Campminder’s Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act (“**DMCA**”):

Your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;

- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
- a description of the infringing material and the URL where such material is located on the Services, or a description of where on our Services you found such material;
- your written statement that you believe, in good faith, that the use of the work on our Services has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

Campminder  
ATTN:Compliance  
[5766 Central Avenue, Suite 200](#)  
[Boulder, Colorado 80301](#)

E-mail: [compliance@campminder.com](mailto:compliance@campminder.com), subject line “DMCA Notice”

In accordance with the DMCA, it is the policy of Campminder to terminate use of our Services by repeat infringers in appropriate circumstances.

## USER-SUBMITTED CONTENT

Any Content uploaded, posted, submitted, or otherwise made available by individual users of the Services, including without limitation blog comments, message board posts, and any other Content which does not originate with Campminder ("**User Content**"), is the sole responsibility of the person who made such User Content available on the Services. This includes any personal information that reveals or discloses political beliefs, religious beliefs, sexual orientation, or any similar sensitive personal data. Inappropriate content should never be uploaded, posted, or submitted by users of the Services. Under no circumstances will Campminder be liable in any way for any User Content made available through this Services by you or any third party.

Since Campminder does not control the User Content posted on the Services, it does not guarantee the truthfulness, integrity, suitability, or quality of that User Content, and it does not endorse such User Content. You also agree and understand that by accessing the Services, you may encounter Content that you may consider to be objectionable. The Campminder Parties have no responsibility for any User Content, including without limitation any errors or omissions therein. The the Campminder Parties are not liable for any loss or damage of any kind incurred as a result of any User Content on the Services.

User Content is owned by the author thereof, and Campminder does not claim ownership of original works created and posted by individual visitors to this Services. However, by uploading, posting, transmitting or otherwise making any User Content available on or through the Services, you are granting Campminder, and its parent, subsidiaries, affiliates, and other related entities an irrevocable, nonexclusive, perpetual, royalty-free, transferrable, sublicensable, worldwide license to copy, reproduce, modify, publish, display, distribute publicly, perform, exploit, and prepare derivative works of such User Content (including your name, image, likeness, or information you have made publicly available in connection therewith) in any manner, media or format now existing or hereafter devised, without any obligation of notice, attribution or compensation to you.

Campminder reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any User Content that is posted on the Services. You agree that the exercise by Campminder of such discretion shall not convert or transform User Content to Content owned or provided by Campminder, and the user who made such User Content available on the Services will retain ownership thereof as described below.

As required by California Law, we permit minors under the age of 18 to request the deletion of any Content or information that the minor has posted on our Services. To request the removal of Content or information you have posted on our Services, please send a letter or email to the address below with (i) your name, (ii) a complete description of the content you would like removed, and (iii) the web address(es) of the Content you would like removed. Please be aware that our fulfillment of this request does not ensure complete or comprehensive removal of the Content or information you have posted on our Services.

## **SECURITY AND SHARED RESPONSIBILITY**

Campminder takes reasonable and appropriate measures designed to secure the Services and protect User Data. However, security is a shared responsibility between Campminder, its Licensees, and You. While Campminder implements and maintains security controls within the Services, You are responsible for protecting your own systems, devices and account access You agree to implement and maintain appropriate security measures and safeguards, including but not limited to:

- Managing account credentials responsibly and keeping them confidential;
- Maintaining secure passwords (and PINs or equivalent access controls);
- Restricting unauthorized access to Your Campminder accounts and systems;
- Locking or logging out of devices when unattended;
- Maintaining updated security software and browser settings; and
- Promptly installing any updates or patches issued by Campminder.

Campminder offers Users the option to enable a “Keep Me Signed In” feature during login to reduce the need for You to re-enter login credentials each time You access Your account. By choosing to enable this feature, You acknowledge that this may increase security risks, such as the potential for unauthorized access to Your account. Accordingly, this feature is intended only for use on private, personally controlled devices and should not be enabled on shared, public or otherwise unsecured computers or devices.

Certain parts of Campminder's Services offer customization options (e.g. forms, fields, or workflows). While these features allow you to tailor certain elements of our Services to your specific needs, you understand and acknowledge that improper configuration or use of such features may increase your security risks. It is your responsibility to review and confirm that any customizations, settings, or modifications you make will comply with applicable security requirements and privacy regulations.

Your security obligations under these Terms of Use include:

- You represent and warrant that an User Data you submit or configure will not violate the rights of others or expose them (or you) to unreasonable security risks.
- You agree to promptly notify Campminder of any suspected or actual security breach, unauthorized access, or other misuse of the Services.

While Campminder works to protect your information, no security measure is perfect, and we do not guarantee that the services will be free from vulnerabilities, security incidents, or third-party intrusions. Campminder shall not be liable for any damages arising out of or related to your failure to comply with this Section or to implement adequate security measures.

## MOBILE DEVICES & THIRD-PARTY RESTRICTIONS

If you access our Services on mobile devices or in our mobile application, you understand that your mobile carrier's standard charges will apply. Some of the Services may be mobile or other applications that you can download to your phone, tablet, or other device (“**Mobile App**”) via a third-party service such as an application store. When you use the Mobile App, you are subject to additional terms from the third-party service provider (“**App Store Provider**”). These terms may give Campminder, and the App Store Provider, additional rights while posing additional obligations or restrictions on you. Please review such terms, you are solely responsible for reviewing and understanding those terms and ensuring you have the latest version.

Any Mobile App installed from an App Store Provider must be installed on a device you control or own, and must be used in accordance with any applicable terms from the App Store.

You acknowledge that these Terms of Use and your use of the Mobile App is between you and Campminder only, and not with any App Store Provider or its affiliates or subsidiaries. As between Campminder and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in this Terms of Use conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with these Terms of Use, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with you via features like Apple's Family Sharing (or similar features from other App Store Providers) or volume purchasing. Campminder is solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Terms of Use, or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.

CAMPMINDER DISCLAIMS ALL WARRANTIES RELATED TO ANY MOBILE APP. However, in the event that the Mobile App fails to conform to any applicable warranty that Campminder cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH

RESPECT TO THE MOBILE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.

Campminder, not the App Store Provider, is responsible for addressing any claims relating to the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and; (iv) claims that the Mobile App infringes a third party's intellectual property rights as well as the investigation, defense, settlement and discharge intellectual property infringement claim.

By using the Mobile App, you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third-party beneficiaries of this Terms of Use, and that, upon your acceptance of the terms and conditions of this Terms of Use and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Terms of Use against you as a third-party beneficiary thereof.

## PROVIDING FEEDBACK TO CAMPMINDER

We welcome your comments and feedback about our Services. All information and materials submitted to Campminder through the Services or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Services or the business of Campminder (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but CampMinder reserves the right to treat any such Feedback as the confidential information of Campminder.

By submitting Feedback to Campminder, you assign to the Campminder Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Campminder Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

## GOVERNING LAWS

These Terms of Use 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 Service, you irrevocably agree that any legal or equitable action or proceeding arising under or in connection with these Terms of Use shall be brought exclusively in the Federal or state courts in the County of Denver 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 THESE TERMS OF USE. Any failure of Campminder to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use 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 these Terms of Use remain in full force and effect.

## COMPLIANCE WITH LAWS

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use our Services in any way that violates applicable state, federal, or international laws, regulations, relevant guidance, or other government requirements.

## CHANGES TO THESE TERMS

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our Services, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms of Use.

## OTHER TERMS

If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of Campminder.

You agree that these Terms of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise. These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a contributor to our Services.

You agree and understand that these Terms of Use together with any other applicable click-through agreements you may have entered into regarding our Services, constitutes the entire agreement between you and Campminder regarding your use of the Services, and that any other prior agreements between you and Campminder are superseded by these Terms of Use.

Any failure by Campminder to exercise its rights under these Terms of Use or to enforce the terms hereof will not constitute a waiver of those rights.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## CONTACT US

If you have any questions about these Terms of Use, please feel free to please contact us at 303-444-CAMP (2267).

## TERMS FOR USERS IN CERTAIN GEOGRAPHIC LOCATIONS

### **New Jersey Residents**

If you are a consumer residing in New Jersey, the following provisions of these Terms of Use do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (i) Disclaimer of Warranty; (ii) Limitation of

Liability; (iii) Indemnity; and (iv) under the Disputes, Arbitration, and Class Action Waiver section and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of these Terms of Use are found to violate an established legal right.

### **California Residents**

Under California Civil Code Section 1789.3, California users of our Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

If you are a California resident, you agree to consciously waive all claims, both known and unknown that may be later discovered and expressly forgo and waive all protections as by California Civil Code Section 1542, which states, “[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” By using this Site, you agree that these California Civil Code Section 1542 protections no longer apply to you.