

THE SUMMER CAMP SOURCE TERMS AND CONDITIONS

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## TERMS OF USE

Effective date: 12 day of November 2023

These Terms of Use govern your use of this **THE SUMMER CAMP SOURCE**.

### 1. YOUR ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use hereinafter referred to as “**TOU**” constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and **owners and operators of THE SUMMER CAMP SOURCE** (site, website, we,” “us” or “our”), concerning your access to and use of the Application (IOS and ANDROID inclusive) and [www.thesummecampsource.com](http://www.thesummecampsource.com) and any other media form, media channel, related, linked, or otherwise connected thereto (collectively, the “Site” or “Website”) You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these TOU Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

**BY SIGNING UP TO USE THE WEBSITE OR SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE FORMS WE SEND YOU ARE PROPER NOTIFICATION OF SUCH REPORTS AND THAT YOUR NAME AND DATE OF SENT REPORT WILL BE RECORDED ON OUR DATABASE WHICH WILL SUFFICE AS A SIGNATURE FOR SUCH REPORTS.**

Supplemental TOU or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these TOU at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these TOU and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these TOU to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised TOU by your continued use of the Site after the date such revised Terms are posted.

### 2. YOUR ACCEPTANCE OF OUR PRIVACY POLICY

By agreeing to these TOU, you agree to the terms of our Privacy Policy which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

### 3. YOUR CONSENT TO OTHER AGREEMENTS

When you intend to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these TOU, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the “click-through agreement.”

**4. ABOUT THE SUMMER CAMP SOURCE**

**THE SUMMER CAMP SOURCE** has been carefully designed to assist Organizations to manage their Camp Activities and Events. **THE SUMMER CAMP SOURCE** service has been designed to include camp resources like downloads, news, activities, blog, message board, content, and links to other websites that they can use to help Users to improve their camp programs and events.

**THE SUMMER CAMP SOURCE** service can be accessed from devices with Internet Connectivity, such as personal computers, tablets and smartphones. After registering on the platform, Users can create a customized profile revealing information about themselves. You can post text, documents, photos, multimedia which can be shared with other users on the platform, chat and engage in forum discussions.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings page on your account at any time to review the privacy choices you have about how we use your data.

**5. APPLICABILITY**

"These general terms and conditions (the "Conditions") apply to:

(a) The use of any information, pictures, documents and/or other services offered by **THE SUMMER CAMP SOURCE** via (our "Website");

**6. ACCOUNT**

To use and enjoy the services we provide, we require you to register an account with us. You would be required to create the account on our website and choose a free or paid membership.

Your Account is for your individual personal use only, and you may not authorize others to use your Account for any purpose. In creating your Account, you certify that all information you provide is complete and accurate. You agree to update your information when required or requested, and you further agree not to use another person's account without permission. You are responsible for maintaining the confidentiality of, and restricting access to your Account and password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to contact our customer service department immediately of any breach of security or unauthorized use of your Account or any violation of these Terms by others of which you are aware. You agree that we shall have no liability for any losses, damages, liabilities or expenses you may incur due to any unauthorized use of your Account, and you agree to indemnify us and hold us harmless for any such unauthorized use. We reserve the right to create accounts for quality control and administrative purposes. Such accounts may be publicly viewable.

## 7. THE SUMMER CAMP SOURCE INTELLECTUAL PROPERTY

**Content** For purposes of these Terms, “content” is defined as any information, communications, published works, photos, videos, graphics, music, sounds, or other materials that can be viewed by users on our Site and our Affiliates or our licensors.

**Ownership of Content** All content on the Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No content may be copied, distributed, republished, uploaded, posted or transmitted in any way except as provided expressly in these Terms or with THE CAMP APP’s prior express written consent. Any use of the content other than as permitted by these Terms, or any other unauthorized use of the content may make you liable to THE SUMMER CAMP SOURCE, its owners, operators, or its licensors for violation of intellectual property rights.

**Trademarks** or service marks of THE SUMMER CAMP SOURCE include, but are not limited to THE SUMMER CAMP SOURCE logo. All custom graphics, icons, logos and service names are registered or common-law trademarks or service marks of THE SUMMER CAMP SOURCE or our Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or the name of THE SUMMER CAMP SOURCE, our Affiliates or our licensors.

**Site Use** THE SUMMER CAMP SOURCE grants you a limited, revocable, nonexclusive license to use the content on the Site solely for your own personal purposes only and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You may not use any content from the Site which is not owned by you for commercial use. You agree not to copy the Site or content located on the Site; to reverse engineer or break into the Site; or to use content, products or services in violation of any law. Any use of the Site or the content contained therein other than as specifically authorized in the Agreement, without the prior written permission of THE SUMMER CAMP SOURCE, is strictly prohibited and will terminate the license granted herein. Unless explicitly stated herein, nothing in the Agreement shall be construed as conferring to you, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. THE SUMMER CAMP SOURCE reserves the right, without notice and in its sole discretion, to terminate your license to use the Site at any time and to block or prevent your future access to, and use of, the Site.

**No Warranty for Third-Party Infringement** Neither we nor our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Site will not infringe the rights of other users of the Site or of third parties.

## 8. SOFTWARE UPDATES

We may update the Software from time to time, at our sole discretion. The update may be in the form of adding new features, bug fixing and new versions of the Software. In order to provide you with the most current version of the Software, you agree that new updates and versions of the Software may download and install automatically as they are made available by us, in our sole discretion. You agree to receive and permit us to deliver such new updates and versions to you. These updates and new features may include additional terms that you will have to agree to.

## 9. USER CONDUCT

- You agree that you will not violate any law, contract, intellectual property or other third party right or commit a tort, and that you are solely responsible for your conduct, while accessing or using the Sites.
- You agree that you will abide by these Terms and will not: Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- You agree that you will not use or attempt to use another user’s account without authorization from such user and THE SUMMER CAMP SOURCE.

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- You agree that you will not use the Sites in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Sites or that could damage, disable, overburden or impair the functioning of the Sites in any manner;
- You agree that you will not do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Content, area or code of the Sites;
- You agree that you will not attempt to circumvent any content-filtering techniques we employ.
- You agree that you will not access any feature or area of the Sites that you are not authorized to access.
- You agree that you will not develop any third-party applications that interact with the Sites without our prior written consent.
- You agree not to use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Sites, extract data or otherwise interfere with or modify the rendering of Site pages or functionality.
- You agree that you will not bypass or ignore instructions contained in the robots.txt file, that controls all automated access to the Sites or Use the Sites for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

### 10. **WEBSITE USE LICENSE**

When you use the Services through the website, then THE SUMMER CAMP SOURCE grant you a revocable, non-transferable, non-exclusive, limited right to install and use it on wireless phones and devices that are in accordance with the terms and conditions of this license, used and controlled by you and shall not:

- Decompile, disassemble, reverse-engineer, attempt to know the source code of the App, or decrypt it;
- make any modification, enhancement, adaptation, improvement, translation or derivative work from the Website;
- go against any applicable laws, regulations, or rules regarding your use of the App;
- alter, remove, or obscure any of THE SUMMER CAMP SOURCE proprietary notice, and the licensor of the Website;
- make the Website available over network or other environs that allow access or use by multiple devices or multiple users at the same time;
- use the Website to create services, or software that is directly or indirectly competitive with or in any way a substitute for the Website;
- use the Website to send automated queries or unsolicited commercial emails to any platform; and
- Make use of any proprietary information of THE SUMMER CAMP SOURCE in the development, design, manufacture, distribution, or licensing of any application, devices, or accessories for use with the Website.

### 11. **TERMS REGARDING APPLE AND ANDROID DEVICES**

The following terms and conditions will apply when you access the App either from the Apple Store or the Google Play Store. You acknowledge that these Terms is between you and THE SUMMER CAMP SOURCE only and not with Apple Inc. or Google Inc. (both an “App Distributor”), and THE CAMP APP (which is not an App Distributor) is directly responsible for the App and the App Content thereof.

- **Scope of License:** The license granted to you for the App is limited to a non-transferable permit to use the App on a device that uses the Apple iOS and/or Android operating system as applicable and in line with the usage rules set forth in the applicable App Distributor terms and conditions agreement.

## THE SUMMER CAMP SOURCE TERMS AND CONDITIONS

- **Maintenance and Support:** THE SUMMER CAMP SOURCE is solely responsible for providing any maintenance and support services with respect to the App as specified under these Terms and applicable laws. You hereby agree that no App Distributor is responsible for any support and maintenance services in relation to the App.
- **Warranty:** THE SUMMER CAMP SOURCE is responsible for any service warranties, whether express or implied by law, to the extent not effectively disclaimed. In any event, where the App fails to conform to any applicable warranty, you may alert the relevant App Distributor, and the App Distributor, in accordance with its policies and terms, may refund the purchase price (if any) paid for the App, and to the fullest extent permissible by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the App and any other claims, losses, liabilities, damages, expenses or costs attributable to any failure to obey any warranty will be THE SUMMER CAMP SOURCE sole responsibility.
- **Service Claims:** You hereby agree that THE SUMMER CAMP SOURCE (not an App Distributor) is liable for addressing any of your claims or those of a third party relating to the App or your control and/or use thereof, including but not limited to; (a) service liability claims; (b) any claim that the App fails to obey any applicable or legal requirement; and (iii) claims arising from consumer protection or similar legislation.
- **Intellectual Property Rights:** You acknowledge that in the event of any third-party claim that the App or your use thereof infringes a third party's intellectual property rights, the relevant App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** You represent and warrant that (i) you do not reside in a country that is subject to a US government embargo, or that has been designated by the US government as a 'terrorist supporting' country; and (ii) you are not on any US government list of prohibited or restricted parties.
- **Third Party Terms and Conditions Agreement:** You must comply with the third-party terms and conditions agreement applicable when using the App. For example, if you have a VoIP application, you must not violate their wireless data service agreement when using the App.
- **Third Party Beneficiary:** Both you and THE CAMP SOURCE APP acknowledge that the App Distributors and their subsidiaries are third party beneficiaries of these Terms and that upon your acceptance of the terms and conditions of these Terms, each App Distributor will have the right to enforce these Terms against you as a third-party beneficiary thereof.

### 12. **PRICING OF SERVICE & MODE OF PAYMENT**

On the Website, we have two pricing structures for use of the services we provide. We have the option where users can create an account and choose a Free Membership for limited access to the website's content or users can create an account and choose a Paid Membership for full access to the website's content, features, and offerings.

We accept Payments for our services via **Credit Cards** - VISA, MasterCard, AMEX, and DISCOVER. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all charges you incur for any order. You are responsible for, and agree to pay, all such charges. If we or our third-party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us.

13. **TERMINATION**

**Termination by you.** You may terminate these Terms and the license granted to you hereunder at any time by uninstalling and removing the Software from your device, and by ceasing to use the App.

**Termination by us.** Without prejudice to any other rights we may have, these Terms and the license granted to you hereunder automatically terminate without notice, if you fail to comply with or breach any provision of these Terms. In no event will we be liable for the suspension, removal of or disabling of your access to CAMP APP or to any feature available therein. You acknowledge that upon expiration or termination of your license, the license key may automatically de-activate.

14. **EXCLUSION OF LIABILITY FOR EXTERNAL LINKS**

The Website may provide links to external Internet sites. **THE SUMMER CAMP SOURCE, its owners and operators** hereby declares explicitly that it has no influence on the layout or content of the linked pages and dissociates itself expressly from all contents of all linked pages of third parties. We shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy** and **cookie** notice do not apply to any collection and processing of your personal data on or through such external sites.

15. **OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS**

All right, title and interest in and to THE SUMMER CAMP SOURCE, any related features and/or services and any derivatives thereof improvements and modifications thereto, including associated intellectual property rights, evidenced by or embodied in and/or attached/connected/related to THE SUMMER CAMP SOURCE or any related features and/or services, are and will remain owned solely by us or our licensors. These Terms do not convey to you an interest in or to THE SUMMER CAMP SOURCE, but only a limited right of use in accordance with the terms herein. Nothing in these Terms constitutes a waiver of our intellectual property rights under any law. The license granted to you herein is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features. You acknowledge and agree that the technology manifested in the operation of the Software constitutes our and our suppliers' valuable trade secrets and know-how and to the extent you discover any such trade secrets, you will not disclose them to any third party. Any disclosure or unauthorized use thereof will cause us irreparable harm and loss.

16. **YOUR REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant that: (i) you will only use THE SUMMER CAMP SOURCE as permitted under these Terms; (ii) you agree to comply with all applicable laws, rules and regulations, and industry best practices while using THE SUMMER CAMP SOURCE; (iii) you will not use THE SUMMER CAMP SOURCE for any fraudulent or inappropriate purpose; (iv) you shall not prevent others from using THE SUMMER CAMP SOURCE.

17. **DISCLAIMER OF WARRANTIES**

THE SUMMER CAMP SOURCE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT REPRESENT OR WARRANT THAT: (I) THE SUMMER CAMP SOURCE WILL MEET YOUR REQUIREMENTS, WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE OPERATION OF THE CAMP APP WILL BE UNINTERRUPTED; OR (III) THE SUMMER CAMP SOURCE IS OR WILL BE AVAILABLE WHERE YOU RESIDE OR IN ANY OTHER PARTICULAR LOCATION. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SUMMER CAMP SOURCE IS TO UNINSTALL AND CEASE USE OF ALL THE SUMMER CAMP SOURCE. Further and except as expressly provided herein, we are not obligated to maintain or support THE SUMMER CAMP SOURCE, or to provide you with any updates, fix errors or any other



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features available therein. You acknowledge and agree that you are solely responsible for (and that we have no responsibility to you or to any third party) and assume all the responsibility and risk for your use of THE CAMP APP and your breach of any of your representations and warranties herein contained, and for any loss or damage which we may suffer as a result of any such breach.

### **18. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR LICENSORS BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF ADDITIONAL SOFTWARE OR COMPUTER CONFIGURATIONS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DAMAGES ARISING IN CONNECTION WITH ANY USE OF CAMP APPOR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE INSTALLATION, UNINSTALLATION, USE OF OR INABILITY TO USE THE SUMMER CAMP SOURCE UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT WE WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OUR TOTAL LIABILITY (INCLUDING OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AND AFFILIATES) FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE AMOUNT PAID IF ANY, BY YOU FOR THE USE OF THE SUMMER CAMP SOURCE.

### **19. INDEMNITY**

You agree to defend, indemnify and hold us, our parent corporation, officers, directors, employees and agents, harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your access to or use of THE SUMMER CAMP SOURCE; (ii) your violation of these Terms; or (iii) your violation of any third party right, including without limitation, any intellectual property right, or privacy right.

### **20. GOVERNING LAW AND DISPUTES**

This Agreement will be governed by, construed and enforced in accordance with the laws of Florida, without regard to its conflicts of law principles or provisions. Florida Courts shall have jurisdiction to adjudicate disputes.

### **21. GENERAL**

These Terms constitutes the entire understanding between the parties with respect to the matters referred to herein. The Section headings in these Terms are provided for convenience purpose only and have no legal or contractual significance. If any provision of these Terms is held to be unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. Our failure to enforce any rights or to take action against you in the event of any breach hereunder shall not be deemed a waiver of such rights or of subsequent actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without our prior written consent. The controlling language of these Terms is English. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail. Nothing in these Terms will be construed as creating a joint venture, partnership, employment or agency relationship between you and us, and you do not have any authority to create any obligation or make any representation on our behalf.



**22. Contact Us.**

If you have any questions (or comments) concerning these Terms, you are most welcomed to contact us at [info@thesummercampsourc.com](mailto:info@thesummercampsourc.com) and we will make an effort to reply within a reasonable time-frame.