

## **Camp Agape Website Terms of Use**

Effective April 10, 2020

These terms and conditions (“**Terms**”) are a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and Camp Agape, a non-profit organization (“**Camp Agape**”) for the access to and use of this website, [www.CampAgapeTexas.org](http://www.CampAgapeTexas.org) (including related subdomains), which includes text, media, documentation, pictures and other content (collectively, the “**Website**”), mobile applications supplied by Camp Agape (the “**Applications**”), and access to and use of any services on the Website or Applications (collectively, the “**Services**”).

In these Terms, reference is made to Camp Agape’s “affiliates,” which shall include companies that are affiliated with Camp Agape by reason that these companies are in the same common ownership as Camp Agape. Affiliates shall also include the parent company of the group of which Camp Agape is a member.

BY ACCESSING OR USING THE WEBSITE, THE APPLICATIONS, OR THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE WEBSITE, APPLICATIONS, OR SERVICES, AND PLEASE EXIT THE WEBSITE NOW.

### **1. Information You Provide**

In addition to these Terms, your use of the Website and Applications is governed by Camp Agape’s Privacy Policy, which is posted on the Website. You agree that Camp Agape’s collection, use and sharing of: (a) any personal information will be as set forth in the Privacy Policy, which may be amended by Camp Agape from time to time; and (b) any information other than personal information shall not be restricted by the terms of the Privacy Policy. The Privacy Policy and any posted terms or guidelines or legal disclaimers on the Website and Applications are hereby incorporated by reference into these Terms. You agree that Camp Agape has unlimited rights to any information other than personal information that you provide to Camp Agape and that Camp Agape may use such information in any way Camp Agape chooses. Such information will be deemed to be non-confidential. The Terms subsequently address how Camp Agape can deal with information that you provide which is not personal information.

### **2. Accessing the Website**

When retrieving information from the Website or Applications, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (b) aggregating, copying or duplicating any of the materials or information available from the Website or Applications except for the small amount of materials and information temporarily required for an ordinary single use of the Website, (c) accessing data not intended for you, or (d) accessing the Website or Applications for the purpose of competing with Camp Agape or its affiliates.

Certain pages of Camp Agape’s Website and Applications require a user ID and password that you will create (your “**ID**”). You are responsible for maintaining the confidentiality of your ID, and you are fully and solely responsible for all activities that occur under your ID. It is up to you to take adequate precautions with your ID, and to immediately notify Camp Agape of any unauthorized use of your ID.

By accessing the Website, the Applications, or the Services, you agree:

- You represent and warrant that you are legally entitled to enter into these Terms and to use the Services.
- You represent and warrant that you are at least 18 years old.
- You shall provide accurate, true and current information as prompted during the account registration process and shall keep it current at all times.
- You shall not allow any other person or entity to access or use your account.
- You shall comply with all state and local laws of each location in which you access the Website or the Applications, or use the Services.
- You shall be solely responsible for all activity associated with your account, including, without limitation any posted data, text, links, video files, photos, or any other content (collectively, the “**User Content**”). Such User Content also includes any content you submit to Camp Agape via Camp Agape’s “Contact Camp Agape” page, any donation portals or pages, or by emailing Camp Agape.
- You represent and warrant that all User Content that you may post to the Website or the Applications shall be your wholly original material (except for material that you are using with the permission of its owner), and does not infringe or violate any copyright, trademark or other rights of any third party including without limitation any rights of privacy or publicity.
- You represent and warrant that all User Content that you may post to the Website or the Applications does not contain any defamatory statements or contravene any contract, agreement or other arrangement nor the laws of any applicable jurisdiction.
- You shall be solely responsible for keeping a duplicate copy of all User Content; Camp Agape does not accept any responsibility or liability for the loss of your User Content.
- You shall not share your password or any other login credentials with any other person or publicly disclose it.
- You shall not use the Website or Applications for any illegal or unauthorized purpose.
- You acknowledge that, by accessing or using the Website, the Applications, and the Services, certain mobile carrier charges may apply, including SMS messaging charges and data charges.
- You shall not transmit worms, viruses or any code of a destructive nature to Camp Agape, the Website, the Applications, or any users of the same, including any donors or volunteers (“**Donors**”).
- You shall not abuse, harass, threaten, harm or impersonate other Camp Agape users, Donors, or employees of any Camp Agape affiliates or any of its partners, at any time or for any reason.
- You shall not post User Content that is hateful, threatening, pornographic, obscene, abusive, unlawful, harassing, racially or ethnically offensive, libelous or defamatory, or any content that encourages unlawful conduct.

- You shall have no right to access data or content of other users (including Donors) of the Website, the Applications, or the Services, unless such access is authorized by Camp Agape.
- All content, information, and links presented on the Website or the Applications are for informational purposes only. All information on the Website and the Applications is subject to change.
- Except as expressly provided in these Terms, any reproduction, display or other dissemination of information or content contained in this Website and Applications is strictly prohibited and constitutes copyright infringement.

Any use of the Website or Applications in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use your ID, the Website, the Applications, and/or the Services. Furthermore, Camp Agape reserves the right to deactivate or suspend use of the Website, the Applications, or the Services for any reason. Camp Agape also reserves the right to bring legal action against you for any loss or damage that it or its affiliates may suffer as a result of your violation of the Terms.

### **3. Intellectual Property Rights**

The copyrights and other intellectual property in the Website, the Applications, and the Services are owned by Camp Agape, its independent contractors, and its licensors. This includes the words “Camp Agape” and the Camp Agape logo, which are trademarks of Camp Agape. Subject to your compliance with these Terms, including Section 2 above, you are authorized to view, store, print, reproduce, copy, and distribute any pages within the Website and Applications solely for non-commercial and internal use. All other rights are reserved. This right is non-transferable and non-sublicensable. You may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such material that you print or capture (including via screenshots) from the Website or Applications. In consideration of this authorization, you agree that (a) any copy of these documents which you make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms are included with any distribution.

By submitting User Content to the Website, the Applications or to Camp Agape, you hereby grant Camp Agape a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the User Content when operating the Website and the Applications and for Camp Agape’s and its affiliates’ internal business purposes, which include the Services. You acknowledge that Camp Agape is not responsible for any User Content you provide and that Camp Agape may reject or delete such User Content in Camp Agape’s sole discretion. Camp Agape and its affiliates also assume no responsibility for loss of information, howsoever such information is lost, including information which is permanently deleted either through the action of an employee or consultant or other who has access to the information, through failure of a computer network, or through any policy or directive of Camp Agape or any of its affiliates for destruction of data.

Standard SMS and data fees may apply when accessing the Website, the Applications, or the Services from a mobile device. To opt out of SMS notification associated with the Services, please contact Camp Agape at [director@campagapetexas.org](mailto:director@campagapetexas.org).

#### **4. Donations**

When users of the Website or Applications access Camp Agape's "Donate Now," camp or class registration, or course material purchase pages and subdomains, Camp Agape may use certain third party payment processors ("**Payment Processors**") to process personal financial information such as name, phone number, address, zip code, and credit card or bank account information for the purposes of allowing Donors to make a donation to Camp Agape and/or Camp Agape's various fundraising efforts, to allow users to register for classes or camps, or to allow users to purchase course materials (collectively, the "**Payment Transactions**"). This information is provided directly to such Payment Processors by users, and Camp Agape does not store this information on its servers or computer systems (with the exception of individual Donors who consent to disclosure of the amount of a donation and/or the name(s) of the donor party). Such information is used solely for the purpose of allowing users to make Payment Transactions. Except as expressly stated in these Terms or on the Website or Applications, Camp Agape has no obligation to provide refunds or credits of Payment Transactions, but may grant them, in each case in Camp Agape's sole discretion. As a user that initiates any Payment Transactions, you agree that you shall: (i) as a condition to initiating any Payment Transactions, provide a valid credit card or other authorized payment method; and (ii) pay for any Payment Transactions that you initiate. You expressly authorize Camp Agape and its Payment Processors to charge the payment method you provide for any Payment Transactions you initiate. Your selection of the "Confirm" button upon initiating any Payment Transactions is your electronic signature and you agree that (a) this signature is the legal equivalent of your wet or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present.

#### **5. Third Party Websites**

The Website, the Applications, and/or the Services may contain links to third party websites that are not owned or controlled by Camp Agape. Camp Agape Entities have no control over, and assume no responsibility for, the content, privacy policies (if any), or practices of any third party websites. Camp Agape makes no representation or warranty as to the security of links to other websites, nor does Camp Agape make any representation or warranty as to whether such links or such other websites are free of viruses or other forms of data corruption. In addition, Camp Agape will not and cannot censor or edit the content of any third party website. By using the Website or Applications, you expressly relieve Camp Agape and the Camp Agape Entities from any and all liability arising from your use of any third party website. If you choose to use any such third party websites, you do so at your own risk. Accordingly, Camp Agape encourages you to be aware when you leave the Website or Applications and to read the terms and conditions and privacy policy (if any) of each other website that you visit.

#### **6. Disclaimers; Limitation of Liability**

Camp Agape has established the Website and Applications to provide you with convenient access to Camp Agape information and content. While Camp Agape has undertaken efforts to provide accurate information and content, it is not comprehensive and Camp Agape makes no commitment to update the information or content at any particular frequency. Information and content on the Website and Applications may also be changed at any time without notice. This includes but is not limited to events

any information posted on the Website's "Camp Information," "Volunteer Opportunities," "Our Events," and "About Us" pages and subdomains, and any schedule or program information on the Website. Information and content on the Website and Applications may also be approximate. As a result, the information may not be accurate, up to date or applicable to the circumstances of any particular case. Any decisions you make based on information or content contained in the Website or Applications are solely your responsibility. Camp Agape cannot guarantee the security of the Website or Applications and makes no representations or warranties as to whether the Website or Applications are free of any viruses or other forms of data corruption.

**You choose to access and/or use the Website or Applications and the information provided in the Website or Applications at your own risk.**

THE WEBSITE, APPLICATIONS, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO COMMITMENT TO ANY FUTURE FUNCTIONALITY OR FEATURES. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE, APPLICATIONS, AND SERVICES IS AT YOUR OWN RISK. THE WEBSITE, APPLICATIONS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CAMP AGAPE AND ITS AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "**CAMP AGAPE ENTITIES**") DO NOT WARRANT THAT THE CONTENT OF THE WEBSITE, APPLICATIONS, OR SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE, APPLICATIONS, OR SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE WEBSITE, APPLICATIONS, OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE, APPLICATIONS, OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR, OR INACCURACY SHALL BE TO REQUEST THAT CAMP AGAPE CORRECT THE MATTER OR, IF CAMP AGAPE FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE WEBSITE, APPLICATIONS, AND SERVICES.

CAMP AGAPE DOES NOT GUARANTEE ANY RESULTS OR OUTCOMES BASED ON USE OF THE WEBSITE, APPLICATIONS, OR SERVICES. THE WEBSITE, APPLICATIONS, AND SERVICES ARE DELIVERED WITH YOUR EXPLICIT UNDERSTANDING AND AGREEMENT THAT ANY ACTION TAKEN MADE BY YOU OR ANY PERSON YOU PERMIT TO USE THE WEBSITE, APPLICATIONS, OR SERVICES BASED ON EXAMINATION, EVALUATION, INTERPRETATION OR USE OF THE WEBSITE, APPLICATIONS, OR SERVICES SHALL BE AT YOUR OWN RISK AND RESPONSIBILITY AND YOU SHALL HAVE NO CLAIM AGAINST CAMP AGAPE AND HEREBY RELEASE CAMP AGAPE FROM ANY LIABILITY AS A CONSEQUENCE THEREOF.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CAMP AGAPE ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR

USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE OR APPLICATIONS, OR (B) ANY CONTENT OBTAINED FROM THE WEBSITE OR APPLICATIONS.

## **7. Controlling Law; Venue**

These Terms and any action related to the access or use of the Website, the Applications, or the Services will be governed by the laws of the State of Texas without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website, the Applications, or the Services will be brought solely in Burnet County, Texas, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

## **8. Entire Agreement; No Third Party Beneficiaries**

These Terms and Camp Agape's Privacy Policy are the entire and exclusive agreement between Camp Agape and you regarding access and use of the Website, the Applications, and the Services, and these Terms supersede and replace any prior agreements between Camp Agape and you regarding use of the Website, the Applications, and the Services. These Terms may not be modified orally. These Terms may not be modified or superseded by Camp Agape's acceptance of any offer from you or any other person.

If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. No waiver by Camp Agape of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Camp Agape may revise these Terms from time to time; the most current version will always be at [www.campagapetexas.org](http://www.campagapetexas.org). By continuing to access or use the Website or Applications after those revisions become effective, you agree to be bound by the revised terms.

The headings used in these Terms are for convenience only and have no legal meaning or effect. Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of these Terms clearly requires otherwise, words importing the masculine gender include the feminine and neutral genders and vice versa. The terms "include," "includes" or "including" mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in these Terms, refer to these Terms as a whole and not to any particular section or article in which such words appear. The word "or" will not be construed as exclusive.

Other than the Camp Agape Entities, no other person or company will be third party beneficiaries to the Terms.