

Terms of Service

Last Updated: August 27, 2024

Welcome to BaseCampEd.

These Terms of Service ("Terms") constitute a legally binding agreement between you and ("BaseCampEd," "we," "us," or "our"), a Delaware corporation.

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE BASECAMPED WEBSITE OR MOBILE APPLICATION (COLLECTIVELY, THE "SERVICE"), YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICE.

These Terms apply to all visitors, users, and others who access or use the Service.

By using the Service, you represent and warrant that you are at least 18 years old and that your use of the Service does not violate any applicable laws or regulations.

1. Acceptance of Terms

By accessing or using the BaseCampEd website or mobile application (collectively, the "Service"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not use our Service.

2. User Registration and Account Security

2.1 To access certain features of the Service, you must create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

2.2 You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to accept responsibility for all activities that occur under your account.

2.3 You must notify us immediately of any unauthorized use of your account or any other breach of security.

3. User Content and Contributions

3.1 You are solely responsible for any content you post, upload, or share through the Service ("User Content"). You represent and warrant that you have all necessary rights to your User Content and that it does not violate any laws or infringe on any third-party rights.

3.2 By posting User Content, you grant BaseCampEd a worldwide, non-exclusive, royalty-free license to use, modify, reproduce, distribute, and display such content for the purpose of operating and improving the Service.

3.3 You acknowledge and agree that you are legally responsible for all User Content that you submit to the Service.

4. Acceptable Use and Prohibited Activities

4.1 You agree to use the Service only for lawful purposes and in accordance with these Terms.

4.2 Prohibited activities include, but are not limited to:

- a) Engaging in any illegal activities

- b) Bullying, harassing, or intimidating other users
- c) Posting defamatory, obscene, or otherwise offensive content
- d) Unauthorized web scraping or data mining
- e) Excessive spamming or sending unsolicited messages
- f) Impersonating any person or entity
- g) Interfering with or disrupting the Service or servers or networks connected to the Service
- h) Attempting to gain unauthorized access to any portion of the Service or any other systems or networks connected to the Service

4.3 BaseCampEd reserves the right to remove any User Content and terminate or suspend user accounts that violate these Terms or engage in prohibited activities.

5. Intellectual Property Rights

5.1 The Service and its original content (excluding User Content), features, and functionality are owned by BaseCampEd and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

5.2 You may not copy, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as incidental to normal web browsing or as expressly permitted in writing by BaseCampEd.

6. Copyright Infringement

If you believe that any User Content violates your copyright, please contact us with a detailed description of the alleged infringement at contact@basecamped.com

7. Privacy Policy

Your use of the Service is also governed by our Privacy Policy. Please review this policy to understand how we collect, use, and disclose information about you.

8. User Interactions and Background Checks

8.1 BaseCampEd does not conduct criminal background checks on its users. We are not responsible for the conduct of any user on or off the Service.

8.2 You are solely responsible for your interactions with other users. We strongly advise that you exercise caution and use your best judgment when interacting with others, especially when meeting in person or sharing personal information.

8.3 Never leave your children with someone you do not know personally and have not thoroughly vetted yourself.

9. Pricing and Payments

9.1 BaseCampEd may offer subscription services, the terms of which will be disclosed at the time of purchase.

9.2 Any financial transactions or agreements made between users (such as between parents and teachers) are solely between those users. BaseCampEd is not a party to these transactions and is not responsible for any payments, taxes, or other obligations that may arise from these arrangements.

9.3 Users are responsible for complying with all applicable tax laws and regulations related to any income earned through the Service.

9.4 Billing and Payment: By signing up for a paid subscription or purchasing a product, you agree to pay all associated charges. You authorize BaseCampEd to

charge your chosen payment method for all purchases, including recurring fees. For one-time purchases, we will charge your chosen payment method at the time of purchase.

9.5 Subscription Renewal and Cancellation: ALL PAID SUBSCRIPTIONS AUTOMATICALLY RENEW UNTIL YOU CANCEL THEM. You can cancel your subscription at any time through your account settings. Cancellation will take effect at the end of your current billing period.

9.6 Installment Plans: We may offer installment payment options for some products or services. For subscriptions, installment plans may only apply to the initial term. By choosing an installment plan, you agree to pay the full amount as described at purchase.

9.7 Free Trial Offers: BaseCampEd may, at its sole discretion, offer limited-duration free trial subscriptions to certain users. Such trial subscriptions may provide restricted access to the Service and/or limited features thereof. In the event a user registers for a free trial subscription, said user shall be automatically charged the then-current rate for a full subscription upon expiration of the trial period, unless the user effectuates cancellation prior to the conclusion of said trial period. The specific terms and conditions applicable to any free trial offer shall be communicated to the user at the time of registration for such offer.

9.8 Refund Policy: ALL PAYMENTS MADE TO BASECAMPED ARE GENERALLY NON-REFUNDABLE. BaseCampEd does not issue refunds or credits for partial utilization or premature termination of subscriptions, services, or products. Any deviations from this policy shall be explicitly delineated either at the point of purchase or within these Terms of Service. By agreeing to these Terms, the user acknowledges and accepts this no-refund policy.

9.9 Price Modifications: BaseCampEd reserves the right, at its sole discretion, to modify its pricing structure at any time without prior notice. Notwithstanding the foregoing, in the case of existing subscribers, BaseCampEd shall provide a minimum of thirty (30) days' advance notice prior to the implementation of any price alteration. The user's continued utilization of the Service subsequent to the effectuation of a price modification shall be deemed as the user's acceptance of such modified pricing.

9.10 Billing Disputes: In the event that a user believes an erroneous charge has been applied to their account, said user is obligated to promptly notify BaseCampEd's customer support team. Upon receipt of such notification, BaseCampEd shall undertake to investigate and resolve any billing discrepancies in a timely and equitable manner. BaseCampEd reserves the right to request additional information from the user to facilitate the resolution of any such dispute.

10. Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. BaseCampEd makes no warranties, express or implied, regarding the Service, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

In no event shall BaseCampEd, its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, resulting from your use of or inability to use the Service.

12. Indemnification

You agree to defend, indemnify, and hold harmless BaseCampEd from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of or relating to your violation of these Terms or your use of the Service.

13. Modifications to the Service and Terms

BaseCampEd reserves the right to modify or discontinue, temporarily or permanently, the Service with or without notice. We may also modify these Terms from time to time. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms.

14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any legal action or proceeding relating to your access to, or use of, the Service or these Terms shall be instituted in a state or federal court in Delaware.

15. Contact Information

If you have any questions about these Terms, please contact us at:

Email: contact@basecamped.com

By using BaseCampEd, you acknowledge that you have read and understood these Terms and agree to be bound by them.