



TERMS OF SERVICE – ED Basecamp

END USER LICENSE AGREEMENT/TERMS OF SERVICE

By clicking "I accept" or "I agree" or using the Services, you are entering into this End User License Agreement ("EULA"), which is a binding contract with ED Basecamp for the benefit of itself and its parent company, "Educational Bootcamp Inc".

It is important to us that the Services provide you with a helpful and reliable experience. To protect our rights and yours, this EULA governs all uses of the Services. Access or use of the Services for which you have registered or enrolled constitutes acceptance of this EULA as a binding agreement. By using the Services, you represent that you: (1) have read and understood the terms; (2) agree to use the Services in compliance with applicable laws and the terms of this EULA; and (3) are an Authorized User (as defined below). You may not use the Services if you do not agree with the EULA or if you are not a User.

If you have any questions about this EULA, please contact us at www.edbasecamp.com

The section headings and summaries contained below are for your convenience only, and do not have any legal meaning or effect.

1. Data Privacy, Collection, & Use

Please review our [ED Basecamp Privacy Policy](#) to understand our data collection and use practices. We will collect, process and use your personal information in accordance with our Privacy Notice.

2. Changes the Terms of This EULA

Summary: We may occasionally need to update the rules in this EULA. But if we make meaningful changes, we'll let you know. By continuing to use the Services, you agree to follow the updated rules.

ED Basecamp may make changes to this EULA from time to time for any reason. Typically, these changes are made to conform to current practices, comply with changing regulatory requirements, or other similar purposes. If ED Basecamp modifies this EULA in a manner that materially changes the terms or scope of the services made available to you, we will make

reasonable efforts to notify you by either contacting you via email or posting reasonable notice in connection with the Services to alert you to such changes. Your continued use of the Services after reasonable notice of such changes to the EULA has been provided will constitute your consent to the revised EULA terms, which shall apply to any use of the Services following reasonable notice. If you have any questions about this EULA, please contact us at www.edbasecamp.com

3. Meaning of the "Services"

Summary: By "Services," we mean ED Basecamp's digital products, and everything that powers them. While ED Basecamp or its licensors own them, we want you to use and enjoy the Services according to these rules.

This website and its related applications, technology, content, and services (collectively the "**Services**") are owned or licensed by ED Basecamp. The Services may be delivered to you through the Internet via your browser or app (mobile or otherwise) and may include enrollment ("**Enrollment**") in one or more online courses ("**Course(s)**") provided through the Services for use in connection with classes and programs offered by your school, or other educational institution ("**Institution**"). While your User Account (defined below) for the Services may continue for an indefinite period during which you may enroll in other Courses, your access to those specific Courses provided through the Services is provided on a subscription basis for a limited period of time (each "**Subscription**"). The Services may be provided directly by ED Basecamp with accounts managed by your Institution or an integrated third-party service provider.

Duration of Services

Service contracts are for duration of 12 months and renew annually unless expressly defined otherwise, through negotiation of customized terms between ED Basecamp and school districts.

Authorized Users

Summary: To use the Services, you'll need to create an ED Basecamp account. Authorized users will consist of Teachers, Students, and one administrator per site. In some cases (one) district administrator may be granted user access.

The Services are available only to individuals, including but not limited to administrators or other representatives of Institutions, and students, who have gained lawful access to the Services directly from ED Basecamp or through the Institution with which such individual is affiliated ("**Authorized User**"). To initiate access to the Services, a teacher, student or administrator must register for a user account ("**User Account**") by utilizing one of two options. Option 1. Providing their first name and last name only. ED Basecamp will

automatically generate a username and password. Option 2. In some cases, your User Account may already be established for you by your Institution, or by way of direct access from an integrated Third-Party Service, such as a learning management system, each of which may have additional terms of use or requirements for account access. In some cases, your User Account may already be established for you by your Institution, or by way of direct access from an integrated Third-Party Service, such as a learning management system, each of which may have additional terms of use or requirements for account access. ED Basecamp may use your Account Credentials to validate your account prior to providing access to the Services each time you access the Services.

You may have only one active User Account at any given time. You agree to provide accurate and truthful information when creating a User Account and to promptly update such information should it change.

You may not self-register for or otherwise access the Services if you are under the age of 13 unless your Institution or parent has established an account or registered on your behalf. If you are under the age of majority pursuant to the laws in your jurisdiction (typically under the age of 18), you may not register or use the Services without first obtaining permission from your parent or guardian. However, if you are under the applicable age of majority and enrolled at an institution of higher education, you may self-register for the Services.

You understand and acknowledge that the administrators associated with your Institution may have access to your User Account and may suspend, modify, or terminate your User Account and/or your access to the Services at any time and for any reason.

4. Passwords and Security

Summary: You agree to: (1) keep your Account Credentials secret; (2) not let others log into your User Account; and (3) let us know if someone else gets hold of your Account Credentials.

Your User Account is for your personal use only. Unless we provide an approved mechanism for such use, allowing others to access or use the Services through your User Account is strictly prohibited and you are responsible for all uses of the Services associated with your User Account, whether the use is made by you personally or by a third party.

To protect the security of your Account Credentials and the Services, it is important that you maintain the confidentiality of your Account Credentials. You agree not to: (1) use Account Credentials other than your own; or (2) to disclose your Account Credentials to any third party or service, other than an authorized Third-Party Service. You agree to take reasonable steps to protect the secrecy of your Account Credentials and immediately notify ED

Basecamp at info@edbasecamp.com of any known or suspected loss, disclosure, or theft of your Account Credentials and/or access codes you obtain in connection with the Services.

5. Intellectual Property

Summary: While we or our licensors own the Services and all related intellectual property, we want you to use and enjoy them as explained in this EULA.

The ED Basecamp website, Course materials and other content provided through the Services (collectively, "**Materials**") and any supporting software, applications and systems (collectively "**Applications**") are the exclusive property of Educational Bootcamp and are protected by U.S. and international copyright and other intellectual property laws. All rights not expressly granted herein are reserved. Except as may be set forth in this EULA, the reproduction, redistribution, modification, publication, or adaptation of Materials or Applications, in whole or in part, without the express written consent of ED Basecamp is strictly prohibited. The Services may allow you to copy or download certain Materials, but please remember that the availability of this functionality does not mean that the above restrictions do not apply.

Unless otherwise indicated, trademarks, service marks and trade names (collectively "**Marks**") that appear on the Services are the property of ED Basecamp or parent company. Any trademarks not owned by ED Basecamp that appear in the Services are the property of their respective owners. You agree not to misuse or disparage any Marks associated with the Services or use the Marks (or any confusingly similar marks) in such a way that would misrepresent the ownership of the Marks or otherwise confuse the public as to the source or origin of any products or services. You should not use any Mark without obtaining the written consent of the Mark owner, using appropriate notice and attribution of the owner's trademark rights, and using the Marks in accordance with applicable usage guidelines as provided by a Mark's respective owner. Any such permitted use of the Marks by you shall be to the benefit of the respective Mark owner.

6. License to Use the Services

ED Basecamp grants to you a limited, non-transferable, non-exclusive, non-sub licensable license to use the Services for their intended purpose and subject to the terms and restrictions set forth in this EULA, the [Privacy Notice](#), and any additional terms which may be established by your Institution.

You may use, display, and, when such functions are available on the Services, reformat, download, and print, Materials obtained through the Services solely for your own personal, non-commercial, and personal educational purposes.

You are responsible for meeting the then-current hardware, operating system, Internet browser and other technical requirements necessary to properly use and access the Services. All rights not specifically granted herein are reserved by ED Basecamp. You acknowledge that the license granted under this EULA does not provide you with title to or ownership of the Services, or the Materials contained therein, but only a right of limited use subject to the terms and conditions of this EULA.

7. Limited External Use of the Materials

Summary: You may use portions of content available via the Services for your personal educational purposes, but don't sell it or otherwise try to make money from it. Section 9 below lists specific things that you cannot do with content. If you're not sure, just ask us.

You may, on an occasional and irregular basis, include insubstantial portions of the Materials in memoranda, reports and presentations, and then only to the extent that such use is for educational purposes of a non-commercial nature within the scope of, or permissible as "fair use", "fair dealing" or its equivalent under applicable copyright and intellectual property law, provided such use does not otherwise diminish the pedagogical or commercial value of the Materials or the Services and is otherwise accompanied by appropriate copyright notices. If you wish to request permission to reproduce the Materials, or if you have any questions about how to include any notices required under this Section, please refer to the information and contacts available at info@edbasecamp.com.

Your use of any Materials, whether under "fair use" or by permission, must include all applicable copyright, trademark and other notices, and appropriate source attribution to ED Basecamp and Educational Bootcamp.

Before using any Materials designated as "open," "OER," or "available for public use," you should verify the governing licensing restrictions associated with such Materials. No right to use "open," "OER," or "available for public use" content outside the Services is granted by ED Basecamp.

8. Prohibited Uses of the Materials

Summary: These are some specific things that you cannot do with content available via the Services.

Except as you may be expressly permitted by this EULA, you may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer, or redistribute any Materials in any form, format, or media or by any means without obtaining the prior written authorization of ED Basecamp and/or its licensors. You acknowledge that the dissemination of any assessment questions or answers contained in

the Materials will materially diminish the value of the Services and is strictly forbidden. Without limiting this restriction, you acknowledge that the following "Prohibited Uses" shall not constitute "fair use" and are specifically prohibited under the terms of this EULA in the absence of written permission and that any such Prohibited Use constitutes a material breach of the terms of this EULA:

- making the Materials available in print format in connection with "course packets" and/or library reserve materials or otherwise making the Materials available online outside of the Services, regardless of whether such use is related to the course for which the Services are provided.
- making the Materials available, by any means, to others (even members of your Institution) who are not Authorized Users and/or in connection with courses or other activities for which the Services are not authorized for use.
- publishing or otherwise disseminating outside of the Services solutions to questions or other assessment content contained in the Materials (whether generated by you, ED Basecamp, or a third party); and
- Reproducing or distributing outside the Services, by any means, any illustrations, charts, photographs, outlines, extensive text excerpts, chapters, or e-books included in the Materials.

9. Unacceptable use of the Services

Summary: Don't do things to break, degrade, slow down, allow unauthorized access to, reduce security of, hack, or otherwise hurt the Services or the computer networks that provide them.

You are expressly prohibited from any conduct that: (1) threatens the security, integrity, or availability of the Services; (2) provides or facilitates access to the Services by unauthorized users or services; and/or (3) results in prohibited duplication, transmission, or exposure of the Materials, Applications, or User Content (as defined below) associated with the Services. You represent and agree that you shall not use the Services in violation of this EULA, any applicable local, state, national, or international law or regulation, and/or the academic rules or policies of your Institution. You further agree that you will not use the Services in a manner which threatens the security, stability, or integrity of the Services or networks connected to the Services ("**Service Network**"). Without limiting the foregoing, you acknowledge and agree that you will not take any action to:

- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using

- another person's Account Credentials (including passwords) or making your User Account or Account Credentials available for use by others;
- use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Services, any data or content found on or accessed through the Services, or any other Materials without the prior written consent of ED Basecamp; either by visible display on the Services or access through a visible link on the Services;
 - violate any measure employed to limit or prevent access to the Services or otherwise obtain or attempt to obtain through any means any content, functionality, or other information which has not been intentionally made available to you either by visible display on the Services or access through a visible link on the Services.
 - decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services.
 - attempt, in any manner to gain unauthorized access to the Service Network, obtain the password, Account Credentials, or other security information from or of any other Authorized User, or otherwise violate the security of the Service Network or access encrypted codes.
 - interfere with or disrupt (or attempt to interfere with or disrupt) the proper working of the Services or Service Network, or violate any requirements, procedures, policies, or regulations of the Service Network.
 - take or attempt any action that, in the sole and absolute discretion of ED Basecamp, imposes or may impose an unreasonable or disproportionately large load or burden on the Service Network, disrupts the normal flow of data, or threatens the stability of the Services or Service Network; or
 - engage in any conduct which, in ED Basecamp 's sole and absolute discretion, diminishes the pedagogical or commercial value of the Services, infringes any proprietary rights in the Services, Materials, or Applications, or otherwise violates this EULA.

ED Basecamp reserves the right, at its sole discretion, to suspend or terminate access to and use of the Services with respect to any user that ED Basecamp reasonably believes has undertaken, or participated in, any of the foregoing activities, violated the terms of this EULA, or whose actions have, or are likely to, otherwise cause harm to ED Basecamp, the Services, the Service Network, or other users, or for any other reason at the sole and absolute discretion of ED Basecamp. Additionally, ED Basecamp may suspend or terminate your access at any time at the request of your Institution.

10. Uploading Certain Content to the Services

Summary: You must own (or have the appropriate rights to use) anything you upload to the Services.

The Services may provide functionalities for Authorized Users to create, upload, or post questions, responses, comments, ideas, articles, information, data, text, multimedia content, chat conversations or logs, messages, and other materials or submissions ("**User Content**"). You may only post User Content that is your own original work or for which you have obtained the necessary rights or permissions for reproduction and public display through the Services, and which includes any applicable ownership or attribution notices. (Note: The fact that content is publicly available on the Internet does not mean that such content may be freely used without seeking prior permission from the owner.) You are solely responsible for User Content that you post on the Services and agree not to create, post, upload, or link to any Prohibited User Content (as defined below). ED Basecamp does not pre-screen User Content and assumes no responsibility for User Content. The views and opinions expressed in any User Content do not necessarily reflect those of ED Basecamp or its licensors. ED Basecamp has the right (but not the obligation), in its sole discretion, to monitor, refuse to post or otherwise distribute, or remove any User Content for any reason and to terminate your access to the Services to prevent further posting or distribution of Prohibited User Content. If you discover any Prohibited User Content and would like to inform us, please contact us at info@edbasecamp.com

11. Use of uploaded Content

Summary: You agree that we may use any content you upload to the Services (in accordance with our Privacy Notice, of course), and that you have authority to grant us that right.

By creating, posting, uploading, or linking to User Content, you grant to ED Basecamp a perpetual, royalty-free, worldwide right and license to use, host, license, store, reproduce, display, transmit, adapt, and distribute such User Content and any derivative works created from such User Content (such as those resulting from changes we make so that your User Content works better with the Services) in connection with the Services. Further, you acknowledge and agree that your User Content shall be available to other users on the same terms as granted by you to ED Basecamp under this EULA and specifically this Section 12. ED Basecamp shall not be responsible or liable for the deletion, destruction, damage, loss, or failure to store any User Content. Posting user content that is owned by third parties is **strictly prohibited**. Additional terms and options may be presented through the user interface available on the Services for posting or uploading User Content, which shall supplement and have the same force and effect as the terms of this EULA.

12. Prohibited Content Types

Summary: Don't upload pornographic, hateful, confidential, harmful, or other inappropriate content, and don't use the Services to harass people, send spam, etc.

You will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services. You agree that you will not (directly or through others) contribute, create, upload, post, link to, or otherwise cause the distribution of any content ("**Prohibited User Content**") or use the Services in any manner that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or in violation of the rules or policies of the Institution.
- infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party or which you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- jeopardizes the security, availability, or integrity of the Services or causes harm to any user and his or her property using malicious code or other contaminating or destructive devices.
- transmits advertising material and/or any unsolicited or unauthorized promotional materials, junk mail, SPAM, chain letters, or any other form solicitation in violation of any applicable rules, regulations, or laws or otherwise interferes with the proper working of the Services or Service Network; or
- otherwise violates the terms of this EULA.

13. User Suggestions Will Be Owned by ED Basecamp

Summary: If you suggest ways we can improve the Services, ED Basecamp will own all intellectual property rights in your submissions and may use your ideas without compensation.

ED Basecamp always welcomes suggestions and comments regarding the Services. Suggested improvements, additions, or other comments may be submitted by you to ED Basecamp, whether through the Services, online, offline, verbally, or in writing ("**User Suggestions**"). Regardless of the manner of submission, you hereby acknowledge that all right, title, and interest and any other intellectual property rights in the User Suggestions shall become the exclusive property of ED Basecamp and may be used for its business

purposes at ED Basecamp's sole and absolute discretion without any payment or accounting to you. This policy is intended to avoid the possibility of future misunderstandings when products and services developed by ED Basecamp might seem to others to be similar to their own submissions or comments.

14. Access to Third-Party Websites & Content at Your Own Risk

Summary: If the Services link or redirect you to non-ED Basecamp websites or services, you agree to use them at your own risk.

ED Basecamp assumes no responsibility for third-party content ("**Third-Party Content**"), services, or applications that may be accessed by way of links on the Services to sites hosted by third parties that are outside of ED Basecamp 's control ("**Third-Party Sites**").

ED Basecamp does not endorse or guarantee the accuracy, integrity, or quality of Third-Party Sites or Third-Party Content and disclaims all liability for any errors, omissions, violation of third-party rights, or illegal conduct arising from such content or sites. The inclusion of a link to any Third-Party Site in the Services does not imply that the owners of such Third-Party Sites have sponsored or endorsed the Services. ED Basecamp is not responsible for the availability of Third-Party Sites accessed through links to the Services. Any links which directs users to inappropriate content or Prohibited User Content should be reported to us at info@edbasecamp.com

15. Availability of the Services

Summary: You understand that the Services: (1) need Internet access to work; (2) may occasionally be offline for maintenance or emergencies; and (3) have features and functionality that may change over time.

The scope and availability of the Services may vary according to: (1) additional terms presented at the time of purchase or registration; (2) enrollment in or registration for a specific Course or Service; and/or (3) any licensing terms between ED Basecamp and your Institution. ED Basecamp is not responsible for limitations of access resulting from any Third-Party Service or as the result of certain account settings established by your Institution.

You are responsible for obtaining Internet access to use the Services. You may access a Course available through the Services only for the duration of the Subscription purchased (typically one year, or multi-year license to school districts), whether the Services are used, and subject to ED Basecamp 's right to terminate access under this EULA. Institution access may be provided for a different time.

While ED Basecamp makes reasonable efforts to ensure the availability of the Services to Authorized Users with active Subscriptions, the Services may be unavailable for limited periods of time due to scheduled routine maintenance, emergency maintenance or factors beyond ED Basecamp's control, such as disruptions of Internet services or unforeseen threats to the integrity or security of the Services.

ED Basecamp may at any time, with or without notice to you, restrict the use and accessibility of the Services and/or discontinue any portion, feature, or content of the Services. ED Basecamp will make reasonable efforts to provide Authorized Users with active Subscriptions notice of significant changes to the Services whenever reasonably feasible and provide alternative materials or services if substantial portions of the Services become unavailable. Information and updates about changes to the Services and its availability are posted regularly at www.edbasecamp.com

16. Terminating Subscription & Access to Services

Summary: You or ED Basecamp may cancel your Subscription at any time for any reason set forth below.

1. **Termination by You.** Subject to account restrictions that may be imposed by your Institution through which access to the Services is provided, you may terminate your User Account at any time by notifying ED Basecamp of your decision to do so. Your satisfaction with the Services is important to us. If you have any concerns or complaints about the Services or wish to terminate your access to the Services, please contact us at info@edbasecamp.com
2. **Termination by ED Basecamp.** ED Basecamp may, in its sole discretion, and with or without advance notice, suspend your access to all or any part of the Services, or terminate your rights to use the Services, for any conduct or use (whether by you or anyone else having access to the Services under your User Account) that ED Basecamp reasonably believes violates this EULA.
3. **Effect of Termination.** Whether termination is initiated by you, your Institution or ED Basecamp, Sections 12, 14, 17-22, and 26 of this EULA shall survive any such termination. Any User Account information, data, settings or specifications, or customizations of a Service or Subscription specific to your User Account may be permanently lost upon termination of a Service or Subscription, whether by you, ED Basecamp, or your Institution. User Content and other user information associated with your use of the Services may still be accessible by your Institution or, to the extent it is posted in a public forum, to other users of the Services for which such information was posted, even after termination.

Your Exclusive Remedies Under This EULA

Summary: If something goes wrong, your remedies under this EULA are: (1) restoration of access to the Services; or (2) a refund of fees.

ED Basecamp's entire liability to you, and your sole and exclusive remedy, regarding the use of the Services shall be either, in ED Basecamp's sole discretion: (1) restoration of access to the Services to which you have subscribed; or (2) a refund of any fees paid directly by you to ED Basecamp for the Service or Subscription. When available, refunds will only be made if requested by you in writing within the first 30 days after Enrollment or registration. Refunds can only be provided for purchases made directly from ED Basecamp's website by an Authorized User. Refunds are not available for lost or stolen access codes, or any purchases made through third parties (for example, your campus bookstore). If you are dissatisfied with a Service or wish to request a refund, please contact us at info@edbasecamp.com

Warranties

Summary: The Services' availability and performance occasionally may be less than perfect, and you nonetheless agree to use them "as-is" and at your own risk.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (2) YOU HAVE NOT RELIED ON ANY STATEMENT, INFORMATION, OR ADVICE FROM ED BASECAMP'S REPRESENTATIVES OR RESELLERS THAT WOULD BE DEEMED TO BE A WARRANTY OF THESE SERVICES OR FORM THE BASIS FOR ANY LIABILITY OF ED BASECAMP; AND (3) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ED BASECAMP AND ITS PARENT COMPANY EDUCATIONAL BOOTCAMP EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING THOSE CREATED BY COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, AND WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NEITHER ED BASECAMP NOR EDUCATIONAL BOOTCAMP MAKE ANY REPRESENTATION OR WARRANTY THAT: (1) THE SERVICES OR YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE; (2) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (3) THE SERVICES WILL MEET YOUR REQUIREMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

ED Basecamp's Limited Liability

Summary: If something goes wrong with the Services, ED Basecamp's liability to you is limited, as is your ability to bring claims.

IN NO EVENT SHALL ED BASECAMP OR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND - INCLUDING, WITHOUT LIMITATION ANY CLAIMS OR DAMAGES BASED ON YOUR USE OF OR INABILITY TO USE THE SERVICES, ANY THIRD-PARTY WEBSITES, OR APPLICATIONS ACCESSED THROUGH THE SERVICES, DAMAGE TO PROPERTY, THIRD-PARTY CLAIMS, LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, LOSSES CAUSED BY YOUR RELIANCE ON ANY CONTENT OR INFORMATION PROVIDED THROUGH THE SERVICES, AND/OR ANY OTHER LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES. ED BASECAMP'S MAXIMUM AGGREGATE IN CONNECTION WITH THE SERVICES WILL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SPECIFIC SERVICES FROM WHICH THE LOSS ARISES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF ED BASECAMP HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND/OR IF ANY OF THE LIMITED REMEDIES IN THIS EULA FAIL THEIR ESSENTIAL PURPOSE.

NO ACTION, REGARDLESS OF FORM, ARISING UNDER THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE FACTS SUPPORTING THE CAUSE OF ACTION HAVE BECOME KNOWN, OR REASONABLY SHOULD HAVE BECOME KNOWN, TO YOU. NOTHING IN THIS EULA IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT, OR LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND IN SUCH INSTANCES OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED.

Unlawful use of Service

Summary: You agree not to use the Services in violation of these rules, or for any unlawful purpose. But if you DO, you agree to compensate ED Basecamp for any damage you cause.

As a condition of your use of the Services, you warrant and represent to ED Basecamp that you are an Authorized User and will not use the Services for any purpose that is unlawful or prohibited by this EULA. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless ED Basecamp and its employees, officers, agents, contractors, and licensors from any claims, damages, expenses, or liabilities arising from or in any way related to any violation of this EULA or unauthorized use of the Services.

In Case of Dispute

Summary: Any litigation over the Services will be resolved in the courts of Florida. You agree that this EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and that any and all actions, disputes or controversies relating to this EULA, or your use of the Services (each a "**Claim**") shall be subject to the terms of this provision.

If you reside in the United States you: (1) submit to the personal and exclusive jurisdiction and venue of the courts located within the County of Broward, State of Florida with respect to any Claim; and (2) agree that any Claim will be governed by and construed subject to the laws of the State of Florida.

You Agree to Comply with Export Laws

Summary: You may not use the Services if you: (1) are located in a country designated by the U.S. Government as a "terrorist supporting" country; or (2) are listed on any U.S. Government list of prohibited or restricted parties. You also promise not to export the Services to countries requiring a U.S. export license.

Your use of Services, the Applications, and related technology are subject to U.S. or international control or export laws and regulations ("**Export Laws**"). Without limitation, you agree to strictly comply with all such Export Laws and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Application and related technology, as may be required. You represent and warrant that: (1) 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 (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You agree not to transfer, directly or indirectly, by electronic means or otherwise, any Services to any country, or to any agent, representative, or foreign national of any country, for which the U.S. Government or any agency thereof requires an export license or otherwise restricts such exports. You will indemnify and hold ED Basecamp harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney's fees) arising from or relating to any breach by you of your obligations under this section.

How to Submit a DMCA Notice

Summary: If you have any copyright concerns about content available via the Services, or wish to submit a DMCA notice, please read the below for detailed instructions.

If you have any copyright concerns about any materials posted on the Services by others, or otherwise want to report inappropriate content on the Services, please let us know. We

comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. Section 512). Unless otherwise stated in any specific DMCA designation provided by ED Basecamp, please provide us with written notice ("Notice") by contacting our Designated Agent at the following address:

DMCA Designated Agent Educational Bootcamp 5010 N. Hiatus Road, Sunrise, FL 33351
email: info@edbasecamp.com

If you are a copyright owner or authorized agent of a copyright owner and believe in good faith that copyrighted work has been copied, adapted, reproduced, or exhibited through the Services in a manner that constitutes copyright infringement, you may submit written notification of the claimed infringing activity to our Designated Agent. To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("**Complaining Party**") of an exclusive right that is allegedly being infringed upon; Information reasonably sufficient to permit ED Basecamp to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address.
- Identification of the allegedly infringing material on the Services ("**Infringing Material**"), and information reasonably sufficient to permit ED Basecamp to locate such material on the Services; Identification of the copyrighted work claimed to have been infringed upon ("**Infringed Material**"), or if multiple copyrighted works on the Services are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the Notice is accurate, and, under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

How to Report other Prohibited Content

Summary: Please notify us of any content you find in the Services that is infringing, offensive, or is otherwise prohibited under this EULA. We don't want it here either.

ED Basecamp also encourages you to report to info@edbasecamp.com any Prohibited User Content. To ensure ED Basecamp can quickly respond to the issue, your email should include: the originating ED Basecamp page URL; the linked page URL; a description of the content in question and the basis upon which you believe the content is prohibited or otherwise inappropriate; and the contact information through which ED Basecamp may best reach you if you are willing to further assist ED Basecamp in its investigation.

A Few Additional, Miscellaneous Terms

This EULA is personal to you, and you may not assign, transfer, or delegate your User Account or your rights or obligations under this EULA to anyone. ED Basecamp may assign or delegate its rights or obligations under this EULA, in whole or in part, subject to ED Basecamp's rights and obligations under this EULA and any agreement it may have with your Institution. In the event that any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this EULA shall remain valid and enforceable according to its terms. This EULA is the entire agreement between ED Basecamp and you with respect to the Services and cannot be modified by you absent a signed written agreement. Section headings and summaries in this EULA are for your convenience only and do not have any legal meaning or effect. If ED Basecamp waives or fails to enforce any term or condition of this EULA on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce such terms will not prevent ED Basecamp from enforcing any terms or condition of this EULA at any other time. It is the express wish of the parties that this EULA and all related documents be drawn up in English.

ED Basecamp Digital Learning Services Privacy Policy - Effective July 1, 2020

1. Introduction
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This Privacy Policy describes how Digital Learning Services Privacy Notice

Introduction

This Privacy Policy describes how ED Basecamp collects, protects, uses and shares personal information of Users of the educational products and services (Services) that link to this Privacy Policy. The Services are designed to facilitate and support learning and education in primary Education and, for certain Services, Secondary Education.

Use of the Services is subject to this Privacy Policy, the End User License Agreement (EULA) for the Services and any applicable written agreement executed by ED Basecamp and an Institution or other Educator.

Some Services may reference or link to another site or service. Use of other sites and services (including other ED Basecamp sites and services) may be subject to different terms and privacy policies.

Contact Us

Please contact ED Basecamp with any questions or concerns about this Privacy Policy.

Definitions

For purposes of this Privacy Policy:

- "**Customer**" means a purchaser of the Services.
- "**EULA**" means the End-User License Agreement for the Services.
- "**Educator**" means an instructor, tutor, teacher, professor, school, school district, college, university or other education institution or education agency that adopts or uses the Services in an educational setting. Educator includes a parent instructing a student at home.
- "**Institution**" means a school, school district, college, university or other education institution or education agency that adopts and uses the Services.
- "**ED Basecamp**" means ED Basecamp and its parent company.
- "**Personal Information**" means information personally identifiable to a particular User. Personal Information may include Account Data and Course Data described below.
- "**Secondary Student User**" means a User who is a student in a secondary education setting.
- "**Services**" mean the ED Basecamp educational products and services that link to this Privacy Policy.
- "**User**" means a student, instructor, or school administrator, who is an end-user of the Services.

- **"Youth User"** means a User who is not considered old enough under applicable law to accept and consent to the Privacy Policy.

Authorization and Consent

Important Note: If you are a student in a secondary school or if you under 18 years old and not sure whether you are old enough to accept and consent to the Privacy Policy, please do not use the Services, unless your Educator, Institution or parent set up your account, registered you to use the Services or directed you to set up your account or register to use the Services or instructed you to complete schoolwork or assignments using the Services.

Secondary Student/Youth Users

ED Basecamp receives authorization and consent to collect, process and otherwise handle Personal Information of a Secondary Student User or a Youth User under this Privacy Policy and the EULA when a parent, Institution or Educator of such User (a) purchases the Services for such User; (b) establishes an User Account for such User; (c) registers such User to use the Services; (d) instructs such User to establish an account or register to use the Services; or (e) directs such User to complete schoolwork or assignments using the Services. Such authorization and consent also will be deemed to have been granted for all primary education Student/Youth Users who are included in an Educator's course roster in the Services or who access the Services through account credentials that an Educator has associated with the User's Personal Information, such as through the Educator's course or learning management system. Educators and their Institutions are responsible to obtain any additional legally required consents for primary education Student Users and Youth Users.

Other Users

ED Basecamp receives authorization and consent from Users to collect, process and otherwise handle Personal Information under this Privacy Policy and the EULA when the User: (a) purchases the Services; (b) establishes an account or registers to use the Services; (c) accesses the Services through account credentials that an Educator has associated with the User's Personal Information, such as through an Institution's course or learning management system; or (d) uses the Services.

Protection and Security

To protect Personal Information from unauthorized access, use and disclosure, ED Basecamp maintains a comprehensive information security program and employs reasonable and appropriate physical, administrative, and technical safeguards. ED Basecamp performs periodic risk assessments of its information security program and prioritizes remediation of identified security vulnerabilities.

Collection and Processing

ED Basecamp collects and processes data to provide the Services for educational purposes. This data may include Personal Information.

Payment and Order Data

If a customer purchases the Services online directly from ED Basecamp, the company will collect information needed to process the order, including order details, name, institution name and address (if applicable), email address, phone number, shipping and billing addresses, credit/debit card information, shipping options and any instructions. Payment data submitted by the Customer will be disclosed to the Customer's financial institution and ED Basecamp's payment processing vendor for the purpose of processing payment for the Services ordered.

Account Data

ED Basecamp collects and processes Account Data to set up, maintain and enable a user account to use the Services. Account Data includes a user's name (unless an alias is used with Educator or Institution approval/coordination), email address, username and password, as well as the Institution and course identifier for any courses for which User uses the Services. With coordination/approval by the Educator, a User may be registered for a user account using an alias* instead of actual first and last name. Account Data does not include student coursework or responses, scores, grades or instructor feedback on interactive exercises, assignments or assessments.

****Alias Registration Option***

With Educator approval/coordination, a user account may be established by using an alias name (pseudonym) and email address that is not otherwise associated with Personal Information provided to ED Basecamp. Alias Registration may not be available if the User account is established through integration with a third-party service or if the Institution or Educator establishes the User Account or otherwise prohibits the use of this option. If a User establishes a User account through Alias Registration, the User must notify each Educator of the alias information used to establish the User account so that the Educator can recognize the User account as belonging to that User.

Course Data

Course Data means educational data collected, generated, or processed through use of the Services in connection with educational coursework. Course Data includes assignments, student coursework, responses to interactive exercises, assessments, scores, grades, and

instructor comments. ED Basecamp collects and processes Course Data to provide the Services to Users, Educators, and Institutions for educational purposes.

Community/Forum Postings; Other Communications

Information posted by a User in a community or forum or communicated with a communication tool provided through the Services may constitute Personal Information. Postings and communications will be visible to and shared with all members of the community or forum. ED Basecamp is not responsible for further use or disclosures by others who are members of the community or forum or recipients of any communications.

Google Drive

Some Services may have the capability to connect to your Google Drive so that you can upload or download documents directly from or into your Google Drive. Before they do so, you will receive a prompt asking you to click "Allow" to enable the Services to connect to your Google Drive. You may remove this connection in the My Account settings for your Google account at any time. ED Basecamp will use this connection to access your Google Drive only for the purpose of uploading or downloading documents that you specifically select with limited metadata to allow identification and retrieval, so that you can access and use the documents within the Services or download them to Google Drive. ED Basecamp will use, process, and store these documents and associated personal data in accordance with this Privacy Notice.

Personal Digital Assistants

For some Services, a User may choose, on an optional basis, to use a third party personal digital assistant service to interact with the Services. The User must enable and activate this use through the personal digital assistant service and may disable it at any time. ED Basecamp is not responsible for the privacy practices or performance of a third party personal digital assistant service. Use of a third party personal digital assistant service is subject to the privacy policy and terms for that service. If a User chooses to communicate with ED Basecamp through a personal digital assistant service, ED Basecamp may provide information to, and communicate with the User through, the third party personal digital assistant service for the purpose of delivering the Services to User. ED Basecamp will otherwise use, process, and store any personal information received from a User through a personal digital assistant service to deliver the Services in accordance with this Privacy Notice.

Cookies and Related Technologies

The Services use cookies to enable Users to sign-in to the Services and access stored preferences and settings. Users, Educators, and Institutions have a variety of tools to control

the use of cookies, web beacons and similar technologies, including browser controls to block and delete cookies. Disabling or blocking these technologies, however, may prevent or impair required functionality and use of the Services.

Application and System Logs

Application and system logs are critical to ensuring the delivery, availability, and security of the Services.

ED Basecamp automatically collects log data related to User interaction with the Services. This data may include browser type, type of computer/device and technical information about the User's means of connection to the Services, such as operating system, internet service provider and IP address. This data is collected and used for support purposes and to monitor the health of the Services, identify problems, improve service, detect unauthorized access and fraudulent activity, prevent, and respond to security incidents and appropriately scale the computing resources for the Services.

Feedback, De-Identified and Aggregate Data

ED Basecamp may provide Users with the opportunity to evaluate and provide feedback on the Services on a voluntary basis. ED Basecamp may use and disclose such data in de-identified form, as well as other de-identified data and de-identified aggregate data collected and processed through the Services, to deliver, maintain, support, evaluate and improve the Services, conduct educational research, develop new products and services and for other purposes. De-identified data is not considered Personal Information under this Privacy Policy.

Web Analytics

ED Basecamp may use third party web trend analytical services, including Google Analytics and Adobe Analytics, to collect visitor information, such as IP addresses, browser types, referring pages, pages visited, and time spent on a particular site. While these analytical services collect and report information on an anonymous basis, they may use cookies to gather web trend information. The information gathered may enable ED Basecamp (but not the third-party web trend services) to link information with application and system log data. ED Basecamp uses this information for system administration and to identify problems, improve service, detect unauthorized access and fraudulent activity, prevent, and respond to security incidents, appropriately scale computing resources and otherwise support and deliver the Services. For further information about Google Analytics, and for links to Google's Privacy Policy and an opt-out tool for Google Analytics, go to <http://www.google.com/intl/en/analytics/privacyoverview.html>. For further information

about Adobe Analytics, for links to Adobe Analytics' Privacy Policy and to opt-out of Adobe Analytics, go to <http://www.adobe.com/privacy/analytics.html>.

Do Not Track

Do Not Track (DNT) is a proposed mechanism for allowing website visitors to control the collection of certain usage data. Although there has been research into the development of a standard to support the use of DNT signals, there is no adopted standard to follow. The Services do not currently respond to Do Not Track signals.

Use and Disclosure

Educators and Institutions

ED Basecamp uses Personal Information to deliver the Services for educational purposes. In delivering the Services, ED Basecamp may provide and disclose Personal Information to the User's Educator and Institution and as otherwise directed by the Institution or the Educator. Educators and Institutions may export grade book information and other Course Data from the Services for the purpose of maintaining educational records.

Evaluation

ED Basecamp may use and disclose Personal Information, as requested, or authorized by an Institution or by an applicable governmental educational agency or authority, for administrative, audit and evaluation purposes, such as to evaluate the educational efficacy and effectiveness of the Services.

Improper Conduct

ED Basecamp may use and disclose Personal Information of a User to the User's Educator, Institution, law enforcement and other regulatory officials for the purpose of investigating and addressing suspected illegal conduct, misappropriation of password access, academic dishonesty or misconduct or any other conduct prohibited by law, the EULA or a User's Educator, Institution, or other applicable regulatory authority.

Affiliates and Contractors

ED Basecamp may disclose Personal Information to affiliated ED Basecamp companies and other companies and organizations who perform work for ED Basecamp under contract and are obligated to protect the privacy of Personal Information consistent with this Privacy Policy.

Other Circumstances

ED Basecamp also may disclose or use Personal Information: (a) with the User's consent (or, if a Youth User, with the consent of the Youth User's parent); (b) in response to a subpoena, court order or legal process, to the extent permitted or required by law; (c) as required by law; (d) to protect the security and safety of the User and other persons, data, assets and systems, consistent with applicable law; (e) in connection with a sale, joint venture or other transfer of some or all of its company or its assets, subject to the commitment of the acquiring entity to comply with this Privacy Policy; (f) to investigate or address actual or suspected fraud or other illegal activities; or (g) in order to exercise its legal rights, including enforcement of the EULA or any applicable contract with the User or the User's Educator or Institution

Communications and User Feedback

ED Basecamp may communicate with Users by email to provide updates and information about the Services and to request User evaluation and feedback about the Services and interest in ED Basecamp research project participation. ED Basecamp will provide Users with a means to express email preferences or unsubscribe to emails in accordance with applicable law. ED Basecamp will only send transactional and operational emails permitted by applicable law to Users who have expressed a preference not to receive email.

Marketing and Advertising

ED Basecamp will not use Personal Information of primary Student Users or Youth Users for marketing purposes and will not knowingly direct or send marketing communications to a primary Student User or a Youth User. ED Basecamp may use Personal Information of other Users to market products and services of ED Basecamp and affiliated ED Basecamp companies to such Users, provided that (a) such use and marketing is consistent with applicable law and ED Basecamp's legal obligations; (b) such Personal Information excludes Payment Data and Course Data; (c) the Users are not primary Student Users or Youth Users; (d) the Users have not opted out of receiving marketing; and (e) where required by applicable law, express or implied consent to marketing exists and has not been withdrawn. ED Basecamp may provide such Personal Information to a third-party service provider on a restricted basis to provide such marketing solely on behalf of ED Basecamp and affiliated ED Basecamp companies, but not for marketing of any third party products or services. ED Basecamp does not permit third-party ad networks or similar services to access or collect Personal Information within the Services. Users may change their marketing preferences at any time. ED Basecamp will not knowingly direct or send marketing communications to a User who has expressed a preference not to receive marketing.

No Sale of Personal Information

ED Basecamp does not sell or rent User Personal Information.

Compliance with Data Protection Laws

FERPA

ED Basecamp complies with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

COPPA

The Services are designed for primary Education and, for certain Services, Secondary Education. The Services are not designed or intended to collect Personal Information from young children under the age of 13 for any commercial purpose. In the event the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501 et seq. is deemed to apply to the collection of any Personal Information under this Agreement, ED Basecamp will comply with all applicable provisions of COPPA and collect and use such information for educational purposes only at the direction of the Educator and on the basis of Educator consent.

Other Data Protection Laws

ED Basecamp is committed to complying with all other data protection laws applicable to its delivery of the Services.

Access, Correction and Portability

Account Data

Users may access and modify Account Data through the Account Profile features and functionality of the Services.

Course Data

Students and parents should direct access, amendment and export requests for Course Data and any education records to their Educator or Institution. Access, correction, or deletion may be limited by restrictions to maintain academic fairness and the validity, security and intellectual property rights in educational assessments and materials and any applicable restrictions or requirements of the Educator, Institution, or law. In many cases, Institutions and Educators will be able to use the built-in functionality of the Services to address access,

amendment, and export requests. Upon request of the Institution, ED Basecamp will provide reasonable assistance to the Institution, consistent with the terms of its agreement with the Institution. In certain cases, ED Basecamp may not be able to fully satisfy such requests, such as a request for confidential ED Basecamp company information or requests in a specific or proprietary format that ED Basecamp is unable to support or requests that are prohibited by law.

User Responsibilities

To protect Personal Information, Users, Educators and Institutions are urged to: (a) protect and never share their passwords; (b) only access the Services using secure networks; (c) maintain updated internet security and virus protection software on their devices and computer systems; (d) immediately change a password and contact ED Basecamp if there is a suspicion that the password has been compromised; and (e) contact ED Basecamp support if there is another security or privacy concern or issue.

Changes to the Policy

This Privacy Policy may be revised from time to time through an updated posting. ED Basecamp will identify the effective date of the revision in the posting. Often, updates are made to provide greater clarity or to comply with changes in regulatory requirements. If the updates involve material changes to the collection, protection, use or disclosure of Personal Information, ED Basecamp will endeavor to provide notice of the revision in advance through a notice conspicuously posted on the Services, an email to Users or other appropriate way. Continued use of the Services after the effective date of a posted revision evidence acceptance. Please contact ED Basecamp if you have questions or concerns about the Privacy Policy or any objection to any revisions.



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