# Terms and Conditions

(Carefree Camper LLC)

These terms and conditions ('Terms') regulate the usage of the Carefree Camper website and mobile application and physical property, including all content, services, and products provided through these platforms (collectively referred to as the 'Service' and or 'Platform'). The Service is owned and managed by Carefree Camper LLC ('Carefree Camper'). Use of the Service is conditional upon your acceptance of these terms and conditions, along with any other operating rules, policies (including, but not limited to, Carefree Camper's Privacy Policy), and procedures that may be issued periodically on these platforms by Carefree Camper (together known as the 'Agreement').

Please review this Agreement thoroughly before accessing or using the Carefree Camper Services. By accessing or using any part of the Carefree Camper Services, you agree to be bound by the terms and conditions of this agreement. If you do not accept all the terms and conditions of this agreement, you must not access or use the Carefree Camper Services. If these terms and conditions are considered an offer by Carefree Camper, acceptance is strictly limited to these terms. The Carefree Camper Services are available to users who are at least 13 years of age. By agreeing to these Terms, you represent and warrant that you are of legal age to form a binding contract with Carefree Camper or have obtained parental or guardian consent to do so. If you do not meet this requirement, you must not access or use the Service.

### Your Carefree Camper Account and Platform

When you create an account with Carefree Camper, you are responsible for maintaining the security of your account and the confidentiality of your account details, including passwords. You are also fully responsible for all activities that occur under your account and any other actions taken in connection with your account. You agree not to use your account in a misleading or unlawful manner, including infringing on the name or reputation of others. Carefree Camper reserves the right to change, suspend, or terminate your account if any information provided during the account creation or update process is found to be inaccurate, not current, or incomplete. You must immediately notify Carefree Camper of any unauthorized uses of your account or any other breaches of security. Carefree Camper will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## Responsibility of Contributors:

If you create, post, upload, share, or otherwise make available any content on the Carefree Camper platforms (referred to as 'User Content'), you are entirely responsible for the material and the consequences of providing it on the platforms. You agree that you own or have the necessary licenses, rights, consents, and permissions to publish User Content

you submit and to authorize Carefree Camper and other users to use and distribute your User Content as necessary to exercise the licenses granted by you and for the operation of the Service.

You are responsible for ensuring that your User Content does not violate any applicable laws or rights of third parties, including but not limited to copyright, trademark, privacy, and publicity rights. Specifically, you warrant and represent that:

You will not post or distribute content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable.

Your content does not contain or install any viruses, malware, worms, Trojan horses, or other harmful or destructive content.

Your content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or further unlawful acts, such as phishing, nor does it mislead recipients as to the source of the material (such as spoofing).

You have, in the case of content that includes computer code, accurately categorized and/or described the type, usage, and effects of the materials, whether requested to do so by Carefree Camper or otherwise.

By submitting User Content to Carefree Camper, you grant Carefree Camper a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Service and Carefree Camper's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display, and perform such User Content as permitted through the functionality of the Service and under these Terms.

Carefree Camper maintains the authority, though not the obligation, to monitor, modify, or remove any User Content at any time and without prior notice, at our sole discretion. We may take these actions if, in our reasonable judgment, any content violates the policies set forth by Carefree Camper, infringes upon any law or is deemed harmful, offensive, or objectionable in any way. This includes, but is not limited to, content that is sexually explicit, promotes illegal activities, poses a threat to public safety, or infringes intellectual property rights.

Furthermore, Carefree Camper reserves the right to terminate or restrict access to our platforms for any user or entity at any time, for any reason, and at our sole discretion. Reasons for such termination or restriction may include, but are not limited to, repeated infringement of intellectual property, harassment of other users, dissemination of harmful or offensive content, or any other breach of this Agreement.

In the event of such termination or restriction, Carefree Camper is under no obligation to refund any fees paid in advance for services or subscriptions. This no-refund policy applies regardless of whether access is terminated for cause or as part of a general discontinuation of service.

# Responsibility of Platform Users

Users of the Carefree Camper platforms are expected to use the services responsibly and lawfully. By accessing and using our platforms, you agree to adhere to the following responsibilities:

## Compliance with Laws and Regulations:

You must use the platforms in compliance with all applicable local, state, national, and international laws and regulations, including but not limited to those relating to data privacy, international communications, and the transmission of technical or personal data.

### Accurate Information:

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. Carefree Camper reserves the right to suspend or terminate accounts and access to the platforms if any information provided proves to be inaccurate, not current, or incomplete.

### Security:

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for any and all activities that occur under your account. You agree to immediately notify Carefree Camper of any unauthorized use of your account or any other breach of security. Carefree Camper cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.

## Respectful Conduct:

You agree not to use the platforms to post, share, or transmit content that is abusive, illegal, disruptive, or violates the rights of others, including intellectual property rights. This includes refraining from posting offensive, indecent, or objectionable material and from engaging in behaviors that could harm or disparage any individual or group.

#### Prohibited Uses:

You are prohibited from using the platforms to engage in any activities that interfere with or disrupt the services or servers or networks connected to the services, or disobey any requirements, procedures, policies, or regulations of networks connected to the services.

#### **Enforcement and Termination:**

Carefree Camper has the right to enforce these responsibilities in its sole discretion. This may include moderating, blocking, or removing content, issuing warnings, suspending or terminating accounts, and any other action deemed necessary to enforce compliance. Such actions may be taken without prior notice to you.

# Liability:

You acknowledge that you are solely responsible for the activities conducted through your account and for any content you create, upload, or disseminate through the platforms. You agree to indemnify and hold harmless Carefree Camper, its directors, officers, employees, and agents from any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses arising from your use of and access to the platforms, including but not limited to your violation of these responsibilities.

#### Content Posted on Other Platforms:

Carefree Camper may provide links to third-party websites, advertisements, or other content hosted outside the Carefree Camper platforms. These links are provided solely as a convenience to our users and do not imply an endorsement of the content or association with the operators of the external platforms. When you access third-party platforms through links on our site, you do so at your own risk.

### Responsibility:

Carefree Camper does not control, monitor, or assume responsibility for the content, privacy policies, or practices of any third-party sites or services. You should exercise caution and look at the privacy statement and terms of use for each third-party site you visit.

### Accuracy and Reliability:

We do not guarantee the accuracy, completeness, or usefulness of any content provided on third-party platforms. User interactions with content found on or through such third-party sites are entirely between the user and the third-party providers and do not involve Carefree Camper.

### Liability:

Carefree Camper disclaims all liability arising from your use of or reliance on any third-party websites or content. We also do not bear responsibility for the notifications, communications, or other materials received from third-party sites.

# Damage or Loss:

Carefree Camper will not be liable for any loss or damage incurred as the result of the presence of such advertisers on our platforms or your subsequent interactions with third-parties based on links placed on our platforms.

# Payment and Renewal

By choosing a product or service from Carefree Camper, you agree to pay the specified fees at the current prices listed for that service or product. All fees are due immediately upon registration or ordering and are non-refundable, except as required by applicable law. Prices may be subject to change at any time, but changes will not affect any order for services or products you have already paid for, except where permitted by law.

Carefree Camper may offer subscriptions for certain services. For these subscriptions, you will be billed in advance on a recurring, periodic basis. This periodic fee is billed or charged to your designated payment method, and you agree to make payment using that selected method. You acknowledge that the amount billed may vary due to promotional offers, changes in your subscription plan, or changes in applicable taxes, and you authorize us to charge your payment method for the changed amounts."

#### Renewal Terms:

Your subscription will continue indefinitely until terminated in accordance with the Terms and Conditions. Unless you cancel your subscription before your billing date, you authorize Carefree Camper to charge the subscription fee for the next billing cycle to your payment method. You can cancel your subscription at any time by accessing your account settings or contacting customer support. Cancellations will take effect at the end of the current paid term. If you cancel, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

### **Automatic Renewal:**

Unless otherwise communicated, for convenience, your subscription will automatically renew at the end of each subscription period. The renewal will be at the price we offer to new subscribers as of the date of renewal, unless we notify you at a different rate, at which point your continuation of the service indicates your consent to the charges. You may disable automatic renewal at any time by accessing your user account settings.

## Support Services

Carefree Camper provides customer support services to assist you with your questions and concerns regarding our products and services. Support is available through the following channels:

## **Email Support:**

You may request support by sending an email to our support team. We aim to respond to email inquiries within one (1) to three (3) business days. Email support covers technical issues, account inquiries, payment issues, and general questions about our services.

# Phone Support:

Telephone support is available during our regular business hours. This service is designed to offer immediate assistance for urgent issues related to our services. The availability of phone support and the specific hours during which it is offered can be found on our website.

# Support Availability and Limitations:

Our support services are intended to provide prompt and effective assistance. However, response times may vary based on the volume of inquiries, the nature of the issue, and availability of staff. Carefree Camper makes reasonable efforts to provide timely support but makes no guarantees regarding response times.

Support services are provided to current subscribers and users of our services only. We reserve the right to limit or decline support requests from individuals who have not purchased a subscription or whose accounts are not in good standing.

# Copyright Infringement and DMCA Policy

Carefree Camper LLC respects the intellectual property rights of all creators and expects the same respect from users of its platforms. We are committed to complying with the Digital Millennium Copyright Act (DMCA) and to supporting the rights of copyright owners.

# Filing a DMCA Notice:

If you believe that any content hosted on or linked through the Carefree Camper platforms infringes upon your copyright, please notify us immediately using the procedure below. Your notice should comply with the DMCA and include the following:

- 1. Your full name, mailing address, telephone number, and email address.
- 2. A description of the copyrighted work that you claim has been infringed.
- 3. The exact URL or a description of where the alleged infringing material is located.
- 4. A statement by you that you have a good faith belief that the disputed use has not been authorized by the copyright owner, its agent, or the law.

- 5. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- 6. Your electronic or physical signature.
- 7. Please send this notice to contact@carefreecamper.com

## Carefree Camper's Response:

Upon receipt of a valid DMCA notice, Carefree Camper will promptly remove or disable access to the infringing material and take reasonable steps to inform the alleged infringer of the claim. Should any user be found to be a repeat infringer, we may terminate their account and access to our services in accordance with our policies and the DMCA.

#### Counter-Notice and Restoration of Content:

If you believe that the content was removed or access was disabled by mistake or misidentification, you may file a counter-notice containing the following information:

- 1. Your full name, mailing address, telephone number, and email address.
- 2. A description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled.
- 3. A statement under penalty of perjury that you believe in good faith that the material was removed or disabled as a result of mistake or misidentification.
- 4. A statement that you consent to the jurisdiction of the Federal District Court for the district in which your address is located, or if your address is outside the United States, for any judicial district in which Carefree Camper may be found.
- 5. Your signature (physical or electronic).

Upon receipt of a valid counter-notice, Carefree Camper will promptly provide the original complainant with a copy of the counter-notice and inform them that the removed material may be restored, or access re-enabled in 10 business days. Following this period, Carefree Camper may restore the content, unless we receive notice from the original complainant that they have filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Carefree Camper's platforms.

### Advertisements

Carefree Camper LLC reserves the right to display advertisements on its platforms, including within or alongside any user-generated content such as blogs, profiles, and other postings. These advertisements may be strategically placed to align with relevant content, enhancing user engagement and ad effectiveness. Please note that Carefree Camper does not offer an ad-free version of the service at this time; users should anticipate that their use of the platforms will involve exposure to advertisements that may be targeted based on the content of the page or user behavior.

### Third-Party Advertisers:

Carefree Camper collaborates with third-party advertising platforms to display advertisements. These third parties are selected based on their ability to provide relevant and high-quality advertisements to our users. However, Carefree Camper does not control these third-party platforms and is not responsible for their data collection and usage practices. We encourage users to review the privacy policies of these third-party advertisers to better understand how their information may be used.

### Advertisement Opt-Out:

Carefree Camper does not offer an option to opt out of advertisements. Our services are supported by advertising revenue, and our ads are an integral part of the user experience. If you do not wish to view advertisements, the only way to completely avoid them is by discontinuing use of the Carefree Camper platforms. By continuing to use our services, you agree to receive advertisements as part of your user experience.

#### Disclaimers and Limitations:

Carefree Camper disclaims all liability related to the privacy practices or the content of third-party advertising platforms. Users engage with third-party advertisers at their own risk, and any claims or concerns related to such interactions should be directed towards the third-party advertisers.

### **Partner Products**

Carefree Camper LLC provides access to various partner products, including but not limited to themes, tools, and other digital services, through our platforms. When you choose to activate and use any of these partner products, you are agreeing to comply with the terms of service set forth by the respective partner. These terms are specific to each partner product and govern your use of that product.

### Activation and Compliance:

Upon activation of a partner product, you are bound by the partner's terms of service. It is your responsibility to review and understand these terms before activation. Each partner's terms may include, but are not limited to, license restrictions, usage rules, and data handling practices that differ from those of Carefree Camper.

# Responsibility and Limitations:

Please be aware that Carefree Camper does not control, and thus cannot be held responsible for, the content or functionality of partner products. While we strive to work with reputable partners, Carefree Camper disclaims any liability for the performance, reliability, or security of any partner product. Your use of any partner product is at your own

risk, and any disputes related to the partner product must be addressed directly with the partner in accordance with their terms of service.

# Important Considerations:

We encourage you to thoroughly review the terms provided by our partners as they will have important legal implications regarding your rights and obligations concerning the use of these products. If you have questions or concerns about a partner's terms of service, consider seeking legal advice before activation.

### Attribution

Carefree Camper retains the right to include attribution links such as 'Powered by Carefree Camper,' as well as attributions for theme authors and fonts, within user-generated content areas including blogs, footers, and toolbars on our platforms. These attributions, which may appear as text or graphics, are used to identify the sources of various elements utilized within the Carefree Camper platforms.

### **Domain Names**

If you register, use, or transfer a domain name through Carefree Camper, you acknowledge and agree to adhere to the Internet Corporation for Assigned Names and Numbers (ICANN) policies, including their Registration Rights and Responsibilities. You are responsible for complying with all ICANN policies and any other legal or regulatory requirements related to the registration and use of domain names.

### **Electronic Signatures and Consent**

## Acceptance of Electronic Signatures:

"Carefree Camper LLC allows for the execution of agreements and transactions using electronic signatures. You hereby agree to the use of electronic signatures on all documents executed through Carefree Camper platforms, and further accept that such electronic signatures are legally binding and equivalent to your handwritten signature as per applicable law."

# Consent to Electronic Transactions and Disclosures:

Because Carefree Camper operates predominantly on digital platforms, it is necessary for us to communicate with you electronically. By accepting this Agreement, you consent to receive electronically all communications, agreements, documents, receipts, notices, and disclosures (collectively, 'Communications') that Carefree Camper provides in connection with your account and/or use of the Carefree Camper services. You agree that Carefree Camper may provide these Communications to you by posting them on the Carefree Camper website, through email, or by sending an SMS or push notification to your mobile device.

## Method of Providing Consent:

You acknowledge that clicking on checkboxes, "I agree," "I accept" or similar buttons on the Carefree Camper platforms are recognized as your electronic acceptance and agreement to abide by such terms as if they were a signature. You further agree that these methods constitute an electronic signature as defined under state and federal law.

#### Withdrawal of Consent:

You may withdraw your consent to receive Communications electronically by contacting us at contact@carefreecamper.com. If you withdraw your consent, however, you acknowledge that Carefree Camper may suspend or terminate your account and your access to the services. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period to process your withdrawal request.

### Changes to the Agreement

Carefree Camper LLC reserves the right to modify or replace any part of this Agreement at our sole discretion, at any time. It is your responsibility to review this Agreement periodically for changes. By continuing to use or access the Carefree Camper platforms after changes are posted, you agree to be bound by the revised terms. Additionally, as we continually develop our services, we may introduce new features, tools, or resources, which will also be governed by the updated terms of this Agreement and any other applicable terms and conditions introduced at that time.

#### Termination of Access

Carefree Camper LLC reserves the right to terminate your access to all or any part of our platforms at any time, with or without cause, and with or without notice, effective immediately. This action may be taken for any reason deemed appropriate by Carefree Camper, including but not limited to breaches of this Agreement or actions that negatively affect other users or the platforms themselves.

### **User Initiated Termination:**

If you wish to terminate this Agreement or deactivate your Carefree Camper account, you may do so at any time by discontinuing your use of our platforms. Please note that merely uninstalling the app does not close your account. You must formally close your account by contacting customer support at contact@carefreecamper.com.

### Termination of Paid Services:

For users with paid accounts, termination by Carefree Camper will occur only if you materially breach this Agreement and fail to cure such breach within thirty (30) days after

receiving written notice from us. Notwithstanding the foregoing, Carefree Camper may also terminate any service immediately as part of a general shutdown of our service.

### Survival of Terms:

Upon termination, all provisions of this Agreement which by their nature should survive termination will remain in effect, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. This ensures that both parties retain their intended protections beyond the termination of the agreement.

#### Disclaimer of Warranties:

The Carefree Camper platforms and all associated services are provided on an 'as is' and 'as available' basis. Carefree Camper, along with its suppliers and licensors, expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the platforms will always be uninterrupted, error-free, or free from viruses or other harmful components. You agree that your use of the Carefree Camper platforms and any content or services obtained through them is at your own risk.

## Limitation of Liability:

In no event will Carefree Camper, its affiliates, agents, directors, employees, suppliers, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, or inability to use, the service. Under no circumstances will Carefree Camper be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the service or your account or the information contained therein.

Carefree Camper assumes no liability for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein. Our liability shall be limited to the maximum extent permitted by law, and under no circumstance will we be liable for any costs of procurement for substitute products or services.

### **General Representation and Warranty**

You represent and warrant that your use of the Carefree Camper platforms will be in strict accordance with the Carefree Camper Privacy Policy, this Agreement, and all applicable laws and regulations. This includes, but is not limited to, regulations pertaining to online conduct, acceptable content, and the transmission of technical data from the United States or the country where you reside. You also warrant that your activities on the Carefree

Camper platforms will not infringe or misappropriate the intellectual property rights or other proprietary rights of any third party.

# **Liability Waiver and Damage Responsibility:**

### Assumption of Risk:

You acknowledge and agree that the use, operation, or sharing of equipment provided by Carefree Camper LLC, including but not limited to paddle boards, paddles, and life jackets, involves inherent risks. These risks include, but are not limited to, physical injury, death, and damage to personal property. You assume full responsibility for these risks and agree to use the equipment solely at your own risk.

### Waiver of Liability:

In no event shall Carefree Camper LLC, its officers, directors, employees, agents, licensors, or suppliers be liable for any injuries, deaths, or any direct, indirect, incidental, special, punitive, or consequential damages that result from the use of, or the inability to use, the equipment provided, even if Carefree Camper LLC has been advised of the possibility of such damages. This limitation of liability includes but is not limited to injuries, deaths, and damages resulting from the malfunction of equipment, improper use of equipment, accidents, and collisions.

# Damage to Third-Party Property:

You further agree that you will be solely responsible for any damage to third-party property that occurs as a result of your use, operation, or sharing of equipment provided by Carefree Camper LLC. Carefree Camper LLC will not be held liable for any such damages, and you agree to indemnify and hold harmless Carefree Camper LLC from any claims, damages, liabilities, costs, and expenses arising from such damage.

### Indemnification:

You agree to defend, indemnify, and hold harmless Carefree Camper LLC, its affiliates, officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney fees and costs, arising out of or in any way connected with your breach of these terms, your misuse of the equipment, or your violation of any law or the rights of a third party.

# Indemnification

You agree to indemnify, defend, and hold harmless Carefree Camper, its affiliates, officers, directors, employees, consultants, agents, and licensors from any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising from or in any way connected with your use of the Carefree Camper platforms, your violation of this Agreement, or the infringement by you or any other user of your account of any intellectual

property or other rights of any person or entity. This indemnification obligation will survive the termination or expiration of this Agreement and your use of the Carefree Camper service.

# Miscellaneous Provisions

This Agreement constitutes the entire agreement between you and Carefree Camper LLC concerning the subject matter herein and supersedes all previous agreements, understandings, and negotiations, whether written or oral. Any amendments to this Agreement must be in writing and signed by an authorized representative of Carefree Camper, or by the unilateral amendment of this Agreement along with a notice of such changes provided by Carefree Camper.

## Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, U.S.A., without regard to its conflict of law principles. All disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Denver County, Colorado.

## **Arbitration Agreement:**

Any disputes arising out of or related to this Agreement or the use of the Carefree Camper platforms shall be resolved by binding arbitration in Denver, Colorado, pursuant to the rules of the Judicial Arbitration and Mediation Service, Inc. ('JAMS'). The arbitration shall be conducted by three arbitrators, appointed in accordance with the JAMS rules, and the language of arbitration shall be English. The decision of the arbitrators shall be binding and may be entered as a judgment in any court of competent jurisdiction.

### **Opt-Out of Arbitration:**

If you do not wish to be bound by this arbitration clause, you may opt out by providing written notice to Carefree Camper LLC within 30 days of agreeing to these Terms, stating that you decline this arbitration agreement. Opt-out notices must be sent to contact@carefreecamper.com.

### Attorneys' Fees:

In any legal action or arbitration related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.

### Severability:

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable and valid, or it

shall be severed from this Agreement if no such modification is possible, and the remaining provisions shall remain in full force and effect.

### Waiver:

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Carefree Camper's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

# **Conflicting Provisions:**

In the event of any discrepancies or conflicts between provisions within this document, the provision that is more conservative in terms of protecting the interests of Carefree Camper LLC shall prevail.

# Assignment:

You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement without the prior written consent of Carefree Camper. Carefree Camper may assign this Agreement without restriction. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.