

# Terms of Service

The One App (“One App”) is a web- and app-based platform that facilitates the operation of hospitality facilities, namely, camps and conference centers (“Camp” or “Camps”), including reservations, hospitality, programming, facility management, communications, and other camp-related activities, operations, and services. Upon use of the One App, a One App user (“User”) enters into a legally binding agreement with Camp Connection Inc. (“Camp Connection”) and agrees to all of the terms of service set forth below (“Terms of Service”) as well as the One App Privacy Policy found on our website and within this app on the menu bar. A User may be the Camp, the Camp’s employees or agents, Squad Leaders, Squad Members, Group Leaders, Group Members or Campers (as such terms are defined herein), or any other designee provided access to use of the One App. “One App” is a trademark of Camp Connection.

## Reservations and Registrations

The One App allows Camps to take reservations and payment for the use of their properties, facilities, buildings, housing, activities, common areas, and any other reservable spaces located on a Camp’s grounds (“Campground” or “Campgrounds”) from individuals who wish to reserve Camps on behalf of groups (“Group Leader” or “Group Leaders”). The One App also allows individuals who wish to participate in a Group Leader’s reservation to register as a participant of that group (“Group Member” or “Group Members”). The One App also allows individuals who wish to participate in programming offered directly by the Camp (“Camper” or “Campers”) to register as an individual participant in that Camp’s individualized programming (“Program” or “Programs”).

Camps agree to accurately describe their Campgrounds and Programs within the One App for purposes of Camp reservations/registrations. Camps further agree to accurately reflect the availability of their Campgrounds and Programs for reservations/registrations within the One App. Camps will upload any necessary contracts related to a group or individual’s use of their Campgrounds into the One App for Group Leaders or Campers to sign as part of the reservation/registration process.

A Group Leader must be an adult (18 years of age or older) who intends to accompany the group to the Camp at the time of the reservation. The Group Leader agrees to upload a recent photograph of him or herself at the time of the reservation. The Group Leader will also upload any necessary contracts related to a Group Member’s participation in the reservation to the One App for Group Members to sign as part of the registration process.

All Group Members and Campers agree to upload a recent photograph of themselves at the time of their registration for a Group Leader’s reservation or a Camp’s Program. Upon making a reservation or registering as a Group Member or Camper, all Group Leaders, Group Members, and Campers will receive a User profile in the One App

("User Profile" or User Profiles"). All Users agree that their User Profiles, including their names and photographs, will be visible to all other One App Users associated with the specified Camp. Users may voluntarily provide additional information in their User Profiles, which will be visible to and shareable by other One App Users; however, only User's names and photographs must be included in a User's Profile. Users agree that any information they add to their User Profiles shall be correct, to the best of their knowledge.

Camp Connection is not responsible for any of the content uploaded by, or agreed to be uploaded, by any User, nor is Camp Connection responsible for any User's failure to upload information.

Group Leaders, Group Members and Campers agree to allow their photographs to be analyzed by facial recognition software as further described below.

#### Payment for Reservations and Registrations

Camps shall establish pricing for the use of their Campgrounds and shall accurately describe said pricing in the One App. Once a reservation is made, Camps agree to honor the pricing they have set forth in the One App. Upon completing a reservation for a group, the Group Leader will be notified of the total reservation fee for the group's reservation according to the Camp's set pricing for the use of the Campground (including housing, meals, activities, etc.). Upon completing a Program registration for a Camper, User will be notified of the total registration fee for that Program. A Group Leader or Camper may submit a payment for the reservation or registration through the One App or may make payment directly to the Camp.

All Group Leader reservations and all Program registrations taken by the One App shall require an immediate deposit of at least 1% of the total reservation or registration fee which shall be paid directly to Camp Connection ("Processing Fee"). Camps, Group Leaders, and Campers understand and agree that the Processing Fee is owed solely to Camp Connection, not to the Camp, and it is non-refundable, even if the Group Leader or Camper later cancels the reservation/registration. Camps agree that if payment is made by the Group Leader or Camper directly to the Camp, the Camp shall pay the Processing Fee to Camp Connection within three (3) business days using the payment portal on the One App.

Notwithstanding the foregoing, a Camp may require a Group Leader or Camper to pay a deposit that is greater than the Processing Fee as part of the reservation/registration process and can make any portion of that deposit that exceeds the Processing Fee non-refundable and owed to the Camp.

Group Leaders can set the pricing for their Group Members to participate in their reservation (including pricing for housing, meals, activities, etc.) and can require a deposit to be made as part of the group registration process. The Camp's terms for any deposit, pre-payment amounts, and payment arrangements are set by the Camp consistent with these terms.

Camps, Group Leaders, Group Members, and Campers understand and agree that Camp Connection is entitled to be paid 1% of all fees paid to Camps by Group Leaders and Campers for the use of their Campgrounds or for participation in their Programs. Camps, Group Leaders, Group Members, and Campers understand and agree that the total fees paid by Group Leaders and Campers might exceed the amount of the Processing Fee paid at time of the reservation/registration (e.g., when a Group Leader decides to add an activity to the group's schedule after the reservation has already been taken). Camps agree to process all payments made by Group Leaders or Campers through the One App. If payments are made directly to the Camp, the Camp shall transfer or deposit said funds through the One App payment portal within three (3) business days of the Camp's receipt of those funds. Camp Connection shall take 1% of all payments made by Group Leaders for use of a Campground and 1% of all payments made by Campers for participation in a Program, but only to the extent such payments exceed the Processing Fee, and the remaining funds shall be transferred by Camp Connection to the Camp.

#### Camp Operations

Every employee, contractor, or volunteer at a Camp ("Squad Members") must create a User profile in the One App. Many camp operations (maintenance, housekeeping, kitchen, programs, administration, etc.) can be facilitated by Camps using the One App. Camps can assign Squad Members to work-related groups ("Squads") to engage in targeted communications and manage work assignments. A Camp can also assign a leader to each Squad ("Squad Leader").

Squad Members agree to provide accurate information about themselves when creating a User profile in the One App. Squad Members further agree to upload a recent photograph of themselves when they create a User profile in the One App. Squad Members agree to allow their photographs to be analyzed by facial recognition software as further described below.

#### Communication and Sharing

Users agree to provide true and accurate information in connection with their use of the One App, and to provide updated or corrected information when appropriate. Users of the One App are expected to communicate in a courteous manner that demonstrates dignity and respect for all individuals. Users shall not post any information, communications, data, software, photographs, videos, graphs, typefaces, graphics, music, sounds, or other material (collectively "Content") to the One App that contain profanity, nudity, sexually explicit Content, slander, illegal acts, or any other obscenity or vulgarity. Users agree not to use the One App for any unlawful or harmful purpose such as harassing, bullying, threatening, or any other illegal activity. Users acknowledge and agree that their Content may be removed at any time by Camp Connection, Camps, or Squad Leaders at any time. Notwithstanding the foregoing admonitions and agreements, Camp Connection shall not be liable for any Content posted by Users in or through the One App, nor shall it be liable for removing (or not removing) any Content.

Camp Connection does not endorse and is not responsible for any opinions, advice, or statements made on the One App by any User.

### Termination

Camp Connection, in its sole discretion, may terminate any User's access to and/or use of the One App at any time and for any reason. User can request that User's Profile be taken down and closed down by emailing a request to [service@oneapp.com](mailto:service@oneapp.com). User will receive a response within 30 business days of receipt. Please see the Camp Connection Privacy Policy for details about how a User's information is stored and shared after User's Profile has been closed.

### Disclaimers and Limitation of Liability

Users use the One App at their own risk. Camp Connection does not warrant that the One App will offer uninterrupted service or will be error-free. For as long as Camp Connection continues to offer the One App and its services, Camp Connection may seek to update, improve, and expand the services provided by the One App. As a result, Camp Connection allows Users to access the One App as it may exist and be available on any given day and has no other obligations, except as expressly stated in these Terms of Service. Camp Connection may modify, replace, refuse access to, suspend, or discontinue the One App or its services, partially or entirely, or change and modify prices for all or part of the services provided to Users in its sole discretion. All of these changes shall be effective upon Camp Connection's posting of the same on its website, in the One App, or by direct communication to Users unless otherwise noted. Camp Connection reserves the right to withhold or remove any Content available as part of a User Profile or within the One App at any time, with or without notice, for any reason, including if deemed by Camp Connection to be contrary to these Terms of Service, or for no reason, in its sole discretion. For avoidance of doubt, Camp Connection has no obligation to store, maintain or provide you a copy of any Content that Users provide when using the One App or its services, except as set forth in the Camp Connection Privacy Policy.

Camp Connection is not an agent of any User of the One App and is not a party to any agreement entered into between Users (e.g., an agreement for a group to use a Campground on a specified date). Camp Connection shall not be liable for the breach of any agreement entered into between Users, nor shall Camp Connection be liable for any acts or omissions of its Users.

Under no circumstances shall Camp Connection, its officers, directors, employees, contractors, or agents be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the One App. This limitation on damages includes but is not limited to damages that result from User's reliance on information obtained from the One App, or from mistakes, omissions, interruptions, deletions, errors, defects, viruses, delays in operation or transmission, theft, destruction, unauthorized access, or any other failure of the One App to perform. You hereby acknowledge that this paragraph shall apply to all Content and services available through the One App.

### Indemnification

User agrees to indemnify, defend, save and hold harmless Camp Connection, its officers, directors, employees, contractors, and agents, to the fullest extent allowed by law from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and costs) arising out of or in connection with User's use of the One App.

### Proprietary Information

Subject to User's compliance with these Terms of Service, Camp Connection grants User a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the One App and its services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling, or any other technology or software used to access data), view information in the One App, and use the services provided by the One App. Any other use is strictly prohibited and a violation of these Terms of Service. Camp Connection reserves all rights not expressly granted in these Terms of Service, including but not limited to, title, ownership, intellectual property rights, and all other rights and interest in the One App and all related items.

User acknowledges that the One App contains Content and services that are protected by copyright, trademark, patent, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. All One App Content is owned by Camp Connection and copyrighted as a collective work under the U.S. copyright laws. Camp Connection owns copyright rights in the selection, coordination, arrangement, and enhancement of such Content. User may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit the Content of the One App, in whole or in part, except as explicitly permitted by Camp Connection.

### User Representations

The One App is not designed for use by children, and such individuals are prohibited from using the One App without parent or guardian consent. If a Camper or Group Member is under the age of 18, the parent or guardian of the Camper represents by use of One App that he or she has read and understood and agrees with the Terms of Use on behalf of the Camper or Group Member.

User will not provide information to or through the One App related to a third party without that third party's knowledge and consent. By providing information to the One App, User represents and warrants that User is entitled to and has the requisite rights to submit such information, and that the information is accurate, not confidential, and not in violation of any contractual restrictions or third-party rights.

User agrees to: (1) keep User's password secure and confidential; (2) not permit others to use User's login credentials to access a User Profile or the One App; (3) refrain from using others' User Profiles; (4) refrain from selling, downloading, copying, or otherwise transferring any information contained within the One App, except the information

contained within a User's own User Profile; and (5) refrain from charging anyone for access to any portion of the One App or its services. User is responsible for anything that happens to or through User's Profile until User's Profile is closed down (as set forth above) or User can establish that User's Profile security was compromised through no fault of User.

#### Facial Recognition Software

At Camp Connection, we believe the health and safety of children and vulnerable adults is of paramount importance. In order to protect all Camp participants, the One App utilizes facial recognition software. Every Group Leader, Group Member, Camper, and Squad Member shall upload a recent photograph to the One App upon making a reservation, registration, or creating a User profile. The selected photograph must: (1) be of the User; (2) show the User's face, with no obstructions; (3) be taken within the previous year; and (4) be sufficiently clear such that it can be analyzed by One App's facial recognition software. If the selected photograph does not meet these criteria, the User will be prompted by One App to upload a substitute photograph, or a new photograph will be taken by the Camp. Camps are responsible for ensuring all Group Leaders, Group Members, Campers, and Squad Members have uploaded a photograph of themselves that meet the above criteria and can be detected by One App's facial recognition software. If a Group Leader, Group Member, Camper, or Squad Member returns to the Camp in subsequent years, he or she will be required to upload a new photograph every year that meets the above criteria.

The One App facial recognition software will be used, first and foremost, for the health and safety of Camp participants. For example, if an individual is unconscious, the One App facial recognition software can be used to identify him or her. Or, if an individual comes onto a Campground who is not scheduled to be at the Camp, the facial recognition software will detect the presence of an unscheduled visitor and immediately notify Camp Administration. Camp Connection is not liable for the acts or omissions of Camps, or any persons at Camps, once they receive the information provided by the facial recognition software.

The One App facial recognition software may also be utilized to tag photographs of Squad Members, Group Leaders, Group Members, and Campers that have been uploaded into the One App, so that individuals automatically receive a collection of photographs in which their face has been detected within their own User Profiles to commemorate their Camp experience. Users may view and download photographs contained within their own User Profiles at any time. Users may opt-out of this feature on the One App during the reservation/registration process or when creating a new User profile. If an individual opts out of the photo-tagging feature, the One App facial recognition software will search for photographs containing his or her face, and if the face is detected, such photographs will not be viewable within the One App by other Users, except by the User who uploaded the photograph.

The One App facial recognition software may also be used to track Camp employees' and contractors' time and attendance.

Camp Connection values Users' privacy. Please refer to the Camp Connection Privacy Policy for more information about how User photos are stored and shared.

#### Changes to Terms of Service

Camp Connection reserves the right to amend the Terms of Service at any time and to provide notice of any changes by posting revised Terms of Service on its website. Continued use of the One App by User indicates User's acceptance of any revised Terms of Service and agreement to abide them.

#### Entire Agreement

These Terms of Service constitute the entire agreement between User and Camp Connection concerning User's use of the One App.

#### Governing Law

These Terms of Service shall be governed by the laws of the State of Nevada and construed in accordance therewith. Any claims brought against Camp Connection related to the One App shall be brought in the State of Nevada. User expressly waives any defense or claim of inconvenient forum.