

Terms of Use

Effective immediately for users on Campground from May 31, 2022.

Public Beta Launch Disclaimer

Welcome to the Campground Terms of Use! We are excited to launch Campground in a public beta phase! What does launching in public beta mean for you? It means that we continue our own quality control process, and are relying on you to point out any issues you have with Campground as some of our first creators and users! It also means that Campground may not work as well as it some day will, and you will use Campground at your own risk. With that being said, we are happy you are here!

Who we Are/Terms of Use

Campground is a content creation engine and engagement platform that empowers creators to sell digital rights to collectible content represented as non-fungible tokens (NFTs) at a market-leading price, and to engage with users - their community. We know NFTs are still pretty new, especially for folks who have historically engaged their communities via web2 platforms! Therefore, we have worked to make these terms user-friendly. To try to highlight what these terms cover, above every main section below we've summarized the gist of that section, but these summaries are not legally binding, so please look at the full version of the text if you have questions.

Applicability of Terms of Use

To summarize: by using Campground you agree to these terms.

These are Campground's terms of use, and they apply to all users of the Campground platform. "We," "our" or "us" refers to Campground Technologies, Inc. and its subsidiaries. "Campground" refers to the technology and any related services offered by us on our website(s) and mobile apps. By using Campground you agree to these terms and to any other policies we post, including our [Privacy Policy](#), [Community Conduct Policy](#) and [Copyright and Trademark Policy](#). Please read them carefully and let us know if you have any questions.

Your account

To summarize: You must be at least 13 years old to register for an account, and you must be at least 18 to buy or sell NFTs on Campground. You are responsible for your account.

When you create an account you must provide us with accurate information, in good faith, and you agree to keep your information updated if it changes. To create an account you must be at least 13 years old. You must be at least 18 years old or have your parent's permission to buy or sell NFTs on Campground. You are responsible for anything that occurs when anyone is signed in to your account, as well as the security of the account. You agree that you will maintain the security of all information that you provide to us, and that it is solely your responsibility to keep your username, devices used to access Campground, and all other materials secure and confidential. We assume that any transaction initiated or activity that takes place through your account using your credentials is authorized by you. If you become aware of any unauthorized access to your account or any transaction made through your account that was not authorized by you, it is your responsibility to let us know immediately by contacting us at legal@campground.co. It is important that you regularly check your account to ensure that all activity that occurs on it was authorized by you. We are not liable for any damages or losses that you incur due to unauthorized access, unless you have notified us immediately as indicated above. You may not sell or otherwise transfer your account or any portion thereof

Abusive conduct

To summarize: Be responsible, don't violate any laws, and don't violate our policies.

You are responsible for all activity on your account. If you violate our policies we may suspend and/or terminate your account. Don't do anything illegal, abusive towards others, or that abuses our site in a technical way. By using Campground, whether as a creator or a user or both, you agree to our [Community Conduct Policy](#). Please read it carefully and let us know if you have any questions.

License to Access and Use of Campground

To summarize: You have the personal right to use Campground, subject to these Terms of Use.

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use Campground, so long as you comply with these terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of Campground, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of Campground, in each case for the sole purpose of enabling you to use Campground as permitted by these Terms of Use.

If you purchase an NFT minted through Campground, and you lose the right to use Campground, you may no longer be able to enjoy your NFT to the same extent as you did when you had access to Campground.

All about being a creator

To summarize: A creator is someone who creates content experiences on Campground which may include media such as curated website content with multi-media overlays, video, image, audio, text and other files and more (such media, “Trails”, and each, in relevant part, a “Trail”) to engage with other Campground users. Verified creators may offer the minting of their Trails as NFTs to other Campground users for a fee (“Initial Trail Offerings”). There are a lot of details below involving verification, payments, fees, taxes and restrictions that you should read in full if you are a creator who is offering content for minting as an NFT.

Becoming a Creator

To become a creator, simply create your Campground account and start creating Trails. You can use creator tools that Campground provides, showcase your Trails, and engage with other users.

Your Trails

You keep full ownership and rights to content that you offer on Campground except as expressly granted herein. However, we need licenses from you to operate Campground effectively. By posting Trails on Campground you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, access, host, cache, store, transmit, reproduce, distribute, perform, display or prepare derivative works of your Trails. The purpose of this license is limited to allow us to provide and promote your Trails and Campground. We will never try to steal your Trails or use them in an exploitative way. You may not post Trails that infringe others' intellectual property or proprietary rights. We may ask you for consent verification for collaborators depicted in Trails. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any content that you create, submit, post, promote, or display on Campground. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Campground the license described above, and that the content does not violate any laws.

Initial Trail Offerings

To offer Trails to be "minted" (as we use it throughout, minting refers to the process of generating an NFT that represents a digital asset, which occurs when a buyer buys an NFT from your Initial Trail Offering) as NFTs as a creator, you will need to be verified by Campground. You will automatically become queued to be reviewed for verification by Campground upon submitting a Trail for approval in the creator onboarding process. Campground is not obliged in any instance to verify any creator. However, in general, Campground will verify creators whose Trails do not violate the [Community Conduct Policy](#). Once you are verified, a Trail will not be minted into any NFTs until at least one user decides to buy an NFT of your Trail. As the creator, you will sell, and users will buy, NFTs from you directly.

The Campground platform empowers the generation of the content, and the minting of the NFTs, but your buy-sell relationship with your buyer is yours directly. Campground isn't liable for any claims relating solely to your relationship with your buyer. You will be able to set the number of NFTs into which a Trail may be minted within the range allowable on the Campground platform.

What are Users Getting from me, the Creator, when they buy NFTs of my Trails?

A helpful way to think about an NFT of your Trail is that it is like a digital ticket to a show where you, the creator, are the artist, the Trail is the exhibit, the folks who buy NFTs are the audience, and Campground is the venue, and the exhibit lasts, well, forever! The digital ticket belongs to the buyer, and they have the right to sell it to others. Technically put, once a user buys an NFT of your Trail, they have a license to use the Trail represented by the NFT, as set forth in the subsection entitled "The ITO License" below, which qualifies entirely the analogy above.

The ITO License

By offering NFTs for minting via an Initial Trail Offering through Campground, you hereby represent and warrant to each owner of any such NFT that you own all legal right, title and interest in all intellectual property rights to the underlying Trail and the intellectual property contained therein, or you are legally authorized by the intellectual property owner to use that intellectual property as it is being used via Campground. Further, by minting or selling an NFT through Campground, you hereby grant to the buyer and each subsequent owner of the NFT a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Trail associated with such purchased NFT, solely for the following purposes: (a) for the buyer's own personal use; or (b) as part of a marketplace that permits the purchase and sale of such NFTs, provided that the marketplace cryptographically verifies each NFT's owner's rights to the same. The foregoing license does not permit the commercial or public use of any NFT or associated Trail by a buyer.

If you choose to accept payment via Stripe, you hereby authorize the transfer of the NFT to the applicable buyer on confirmation that payment has been made to you. You further authorize all third party payment processors to pay Campground directly the fees described below. Campground has no liability for any chargebacks or credit card payment disputes, and is entitled to rely on any notification from the payment processor that payment has been made.

Payments

Campground is not a wallet provider, payment processor, exchange, broker, financial institution, or creditor. Campground partners with the following providers who provide payment services to creators and users, as applicable, directly:

- NEAR Wallet: <https://wallet.near.org/>
- Stripe: <https://stripe.com>

As a creator, in order to receive payment for your NFTs, you will need to sign up with both of these providers. Campground is not liable for any malfunction of any third party software or any negligence or malfeasance of any third party.

As a creator, you get paid in two different circumstances: first, when a buyer buys an NFT directly from you in an Initial Trail Offering (see “Fees for Initial Trail Offerings”, below) - and second, whenever a subsequent buyer buys an NFT of your Trail from the then-owner of the NFT, as a royalty! We refer to these secondary sales as “NFT Resales”. You will set the purchase price of an NFT in an Initial Trail Offering, as well as the royalty on any NFT Resales, within the range allowable on the Campground platform. The purchase price a buyer pays you will be reduced by the amount of Campground’s fees (see “Fees for Initial Trail Offerings” and “Fees for NFT Sellers” below), as well as any other applicable charges.

Fees for Initial Trail Offerings

As a Creator offering NFTs via an Initial Trail Offering, there are fees payable by you to Campground as well as fees payable to and in respect of various third party services:

- 5% of the purchase price proceeds from any Initial Trail Offering will be automatically paid to Campground at the time of payment by the buyer to you in the NFT resale transaction;
- An amount in respect of the transaction costs chargeable by or as the result of the integration of the blockchain provider, applicable payment processor and/or wallet provider(s) will be automatically paid by you at the time of payment by the buyer to you in the Initial Trail Offering.

Campground does not control fees and charges associated with the blockchain provider, or your use of the third party payment processing or third party wallets.

All about being a User

To summarize: A user is someone who is using Campground to enjoy and support their favorite creators' creations who may be, but isn't necessarily a creator. Creators often also act as users, and vice-versa! Users have the opportunity to engage with free Trail content, but also to buy and sell NFTs created by (other) creators. There are details below relating to transacting and payment that you should read in full.

As a user, you're probably joining Campground to be part of an exciting movement to better economically support your favorite creators, while having the opportunity to collect valuable content enjoyment rights authenticated as NFTs! Campground is free for you to use (except to the extent you are offering NFTs for minting and resale as a creator), though you will need to pay your creators directly for any premium content that you want to collect as NFTs. To become a user, simply create an account on Campground. If you want to purchase or sell NFTs, read on below.

NFT Transactions

If you buy NFTs from a creator, or if you sell NFTs to other users, your transactions are directly with one another, and not with Campground. There will be no refunds or reimbursements, and Campground is not liable for any claims relating solely to your transaction with a creator or another user. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using Campground and we make no claims

about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on Campground.

In order to engage in these marketplace transactions, you will need to add your preferred payment method by signing up for an account with either (or both) third party payment providers that partner with Campground:

- NEAR Wallet: <https://wallet.near.org/>
- Stripe: <https://stripe.com>

Campground is not liable for any malfunction of any third party software or any negligence or malfeasance of any third party. There may be fees and charges associated with your use of the third party payment processing. Campground does not control these charges.

For NFT Sellers

By selling an NFT through Campground, you hereby represent and warrant that you own all legal right, title and interest in all intellectual property rights to such NFT, or you are legally authorized by the intellectual property owner to mint or sell the NFT on Campground. Further, by minting or selling an NFT through Campground, you hereby grant to the buyer of the NFT a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Trail associated with such purchased NFT, solely for the following purposes: (a) for the buyer's own personal use; or (b) as part of a marketplace that permits the purchase and sale of such NFTs, provided that the marketplace cryptographically verifies each NFT's owner's rights to the same. The foregoing license does not permit the commercial or public use of any NFT or associated Trail by a buyer.

If you choose to accept payment via Stripe, you hereby authorize Campground to complete the transfer of the NFT to the applicable buyer on confirmation from Stripe that payment has been made to you. You further authorize all third party payment processors to pay Campground directly the fees described below. Campground has no liability for any chargebacks or credit card payment disputes, and is entitled to rely on any notification from the payment processor that payment has been made.

Fees for NFT Sellers

As an NFT Seller offering an NFT for NFT Resale, there are fees payable by you to Campground and to the creator of the Trail represented by the NFT associated with the NFT resale, as well as certain other charges:

- 3% of the purchase price proceeds from any NFT Resale will be automatically paid to Campground at the time of payment by the buyer to you in the NFT Resale transaction; and
- A variable percentage of the purchase price proceeds of the NFT resale set by the creator will be automatically paid to the creator of the underlying Trail at the time of payment by the buyer to you in the NFT Resale transaction.
- An amount in respect of the transaction costs chargeable by or as the result of the integration of the applicable payment processor and/or wallet provider will be automatically paid at the time of payment by the buyer to you in the NFT Resale transaction.

Campground does not control fees and charges associated with the blockchain provider, or your use of the third party payment processing or third party wallets.

For NFT Buyers

When you purchase an NFT, you own the NFT, and hold the license that is associated with it as set forth in the section above titled “For NFT Sellers”, but you do not own any intellectual property rights in the underlying Trails except for the license grants expressly set forth herein. You further acknowledge and agree that such license lasts only as long as you are the valid owner and holder of the NFT associated with the applicable Trail. If you sell the NFT, the license will transfer according to the section above, and you will no longer hold the license.

Campground Does Not Control Content

Creators’ accounts will vary, and while they are subject to these Terms of Use, we have limited control over the quality and specific Trail content. We attempt to

screen for fraudulent creator pages, but cannot guarantee the identity of creators or the validity of any claims they make.

Tax

To summarize: Campground is in the business of social content empowerment, not tax advice - you are responsible for your own taxes.

You are solely responsible for determining what, if any, taxes apply to your transactions. Campground is not responsible for determining the taxes that apply to your NFT purchase or sale transactions.

Campground's role

To summarize: We proactively look at some Trails on Campground and review reported Trails to identify potential violations of our [Community Conduct Policy](#).

We proactively look at some pages and posts on Campground to make sure creators and users follow our [Community Conduct Policy](#). We also investigate reports of potential violations. These investigations may take a while to resolve. In most situations we will work with creators to resolve any potential violations and allow the creator to continue using Campground. Terminating accounts is not an action we take lightly and is done in only the most extreme cases. Please let us know if you see potential violations of our [Community Conduct Policy](#) or law. You can report them to legal@campground.co. Where applicable, we must comply with economic sanctions and trade restrictions, including those implemented by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. This means that Campground cannot take part in transactions that involve designated people, places, or items that originate from those places, as determined by agencies like OFAC. Accordingly, we will terminate accounts where necessary for us to comply with applicable laws.

Third Party Links and Content

Campground, or a Trail, may contain links or functionality to access or use third-party websites and applications, or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties. When you click on a link to, or access and use, a third-party website or application, though we may not warn you that you have left Campground, you are subject to the terms and conditions

(including privacy policies) of another website or destination. Campground is not responsible or liable for any third-party websites, applications or materials, all of which you access and use at your own risk.

Account deletion and suspension

To summarize: You can request to delete your account by emailing legal@campground.co. We can also disable your account at our discretion.

You can request to permanently delete your account at any time by emailing legal@campground.co. Note that Campground may not be required or permitted to delete your account under applicable law, but we will communicate with you about these issues. We can also terminate or suspend your account at any time at our discretion. You may not bring a claim against us for suspending or terminating another person's account (even if you hold an NFT for their Trail), and you agree you will not bring such a claim. If you try to bring such a claim, you are responsible for the damages caused, including attorneys fees and costs. These terms remain in effect even if you no longer have an account.

Campground's IP

To summarize: You can use our copyrights or trademarks to promote your Campground Trails, but can't use them for anything else without our permission.

Campground's intellectual property is protected by copyright, trademark and trade secret laws. Some examples of our intellectual property are the text on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrights or trademarks to promote your Trails. You may not otherwise use, reproduce, distribute, perform, publicly display or prepare derivative works of our creations unless we give you permission in writing.

Indemnity

To summarize: If we are sued because of your use of or conduct on Campground, you have to help pay for it.

You will indemnify us and hold us harmless from all losses and liabilities, including legal fees, that arise from these terms or relate to your use of Campground. We reserve the

right to exclusive control over the defense of a claim covered by this clause. If we use this right then you will help us in our defense. Your obligation to indemnify under this clause also applies to our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.

Warranty disclaimer

To summarize: We have an incentive to make sure Campground works as expected, but stuff happens.

Campground is provided “as is” and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. The disclaimers of warranty under this clause also apply to our subsidiaries, affiliates and third party service providers. Also, bear in mind that we remain in our Public Beta Phase! Please see the opening paragraph of these Terms of Use.

Assumption of Risk

To summarize: NFTs are new, and therefore contain the risk of the unknown. You accept and acknowledge the statements in this section to that effect, and you will not hold Campground responsible for any buyer-seller NFT disputes.

- The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that while the NFT you purchase on a given day has value to you, it may not have that same value to someone else in a resale setting.
- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect your NFTs.
- There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may

become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.

- We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and Campground has no ability to reverse any transactions on the blockchain.
- There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet. You accept and acknowledge that Campground will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using Campground or any Blockchain network, however caused.
- NFTs you purchase may become inaccessible on Campground. Under no circumstances shall the inability to view items on Campground or an inability to use Campground in conjunction with the purchase, sale, or transfer of items available on any blockchains serve as grounds for a claim against Campground.

If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

Limit of liability

To summarize: If you lose money or value as a result of using Campground, any compensatory payment to you is limited to the amount of money Campground has earned through your use of Campground.

To the extent permitted by law, we are not liable to you for any incidental, consequential or punitive damages arising out of these terms, or your use or attempted use of Campground. To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Campground. We are specifically not liable for loss associated with Trails removed from our platform for violations of our terms and from losses caused by conflicting contractual agreements. For this clause “we” and “our” is defined to include our subsidiaries, affiliates, officers, directors, employees, agents and third party service providers.

Dispute resolution

To summarize: If you have a problem please talk to us. Any disputes with us must be resolved in Delaware under Delaware law, not as a class action.

We encourage you to contact us at legal@campground.co if you have an issue. If a dispute does arise out of these terms or in relation to your use of Campground, then the dispute will be resolved in the federal or state courts located in Delaware. Both parties consent to the exclusive jurisdiction and venue of the Delaware courts for the purpose of resolving any such dispute. Delaware law, excluding its conflict of law provisions, governs these terms, all other Campground policies, and any dispute that arises between you and Campground. YOU AND WE FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. SCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Everything else

To summarize: These terms are the final word on Campground's policies and we will tell you if we change them.

These terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, then that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future. We may sometimes make changes to these terms and policies. If we make material changes that adversely affect your rights, then we will let you know before the changes come into effect. Continuing to use Campground after a change means you accept the new terms or policies. These terms are an agreement with Campground Technologies, Inc., a Delaware corporation.