

Terms and Conditions for Listings and Advertisements

By using the listing services described herein, you agree to be legally bound by the terms of this agreement. If you do not desire to be bound by the terms of this agreement, do not use the listing services described herein.

Inclusion in the Directory

Listings will be approved at the sole discretion of Summer Camp Guru upon submitting your information on our Website. We will evaluate your listing in good faith and will notify you accordingly. We will reject your listing if we determine, at our sole discretion, that your program does not fit the core mission of our Website.

Accuracy of Information

You are responsible for the accuracy of your information submitted to our Website. Summer Camp Guru retains the right to modify listings to ensure accuracy and data integrity. Should we find incorrect information, we have the right to edit your listings to reflect what is found on your website or other documents (brochures, ads etc.)

Premium Listings

Premium Listings and Services are available for a fee. If you choose these options, you agree to pay for the use of these services either through our Website or direct billing. Upon non-payment, Summer Camp Guru has the right to remove your Premium Listing or Service. The pricing and payment options for the Premium Services are described on the Site and are subject to change. Summer Camp Guru may modify the fees for the Premium Services at any time; however, we will provide you at least thirty (30) days' notice before the changes take effect.

You hereby grant to us a limited, non-transferable, non-exclusive, royalty-free and worldwide license, for the term of this Agreement, to publish, display, perform, copy, store, transmit and otherwise use, in connection with the performance of the listing services available via the Website, all materials and all intellectual property, including, but not limited to, copyrighted materials, trademarks, brands, service marks, trade names, e-mail addresses, and links to your websites, that are owned by or licensed to you and that are used in the listings made available via Website for you pursuant to this Agreement (all such materials and intellectual property, collectively, is referred to as the "Listing Content").

Proprietary Rights

You have and shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in and to, and all responsibility and liability for, the Listing Content. You acknowledge and agree that, except for the Listing Content, the Website and all content, materials and intellectual property presented on or used in connection with the

Website, including, without limitation, copyrighted materials, text, images, sounds, trademarks, brands, service marks, trade names and software programs or applications, are owned by or licensed to Summer Camp Guru or its other camp clients and that this Agreement does not give you any ownership or license interest in any such content, materials or intellectual property. As between Summer Camp Guru and you, Summer Camp Guru shall be the sole and exclusive owner of all data and information collected by or through the Website from the users of and about the use of the Website, including all data and information regarding clicks on or around your listing or web-pages where Listing Content is displayed.

Privacy

Summer Camp Guru will not share your non-published information with any third party for commercial use without your approval. We will not sell or rent email lists. However, your information may be viewed by technical developers in the natural course of maintaining the Website.

Term of the Agreement

The term of this Agreement shall be from the date of the Listing creation until the listing is terminated by either party. Payment terms for paid listing fees are set defined in the Online Agreement or written Invoice. Either you or we may terminate this Agreement, with or without cause, by giving the other party written notice of termination. You will not be entitled to any refund of pre-paid fees if you terminate this Agreement. If we terminate this Agreement without cause, you shall have a right and shall receive from Summer Camp Guru a pro rata refund of pre-paid listing fees (if any), as determined in good faith by us.

You may terminate your use of any Premium Services or your account at any time and for any reason by deleting your account or by sending us notice. Upon any termination by you, the Premium Services and/or your account (whichever is applicable) will no longer be accessible, except as may be provided by the Premium Service Conditions. Any cancellation request will be handled within 30 days of receipt of such request. If you choose to terminate your use of the Premium Services, you may use the Premium Services until the end of the then-current subscription period; however, you will not be eligible for a prorated refund of any portion of the fees paid for the then-current subscription period.

Summer Camp Guru may at any time, suspend, disable or terminate your access to or use of the Service (a) if you violate or breach any provision of these Terms or the Premium Service Conditions (or have acted in a manner which shows that you do not intend to, or are unable to comply with the provisions of these Terms), (b) if Summer Camp Guru in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or (c) immediately upon notice, to the e- mail address provided by you as part of your Account Information.

Summer Camp Guru will not be liable to you or to any third party for the suspension or termination of your access or use of the Service (including the forfeiture of any pre-paid amounts for Premium Services). Upon any termination or suspension, you will no longer be able to access your account or the Service and Summer Camp Guru will have no obligation to maintain any Registration Information or any related information that was stored in our database related to your account or to forward any information to you (or to any third party). Any suspension or termination will not affect your obligations to Summer Camp Guru under these Terms (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

Limitation of Liability

IN NO EVENT SHALL SUMMER CAMP GURU BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF SUMMER CAMP GURU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUMMER CAMP GURU'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

Indemnification

You agree to indemnify, hold harmless and defend Summer Camp Guru and its directors, officers, managers, members, employees and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorneys' fees, arising from or relating to (a) any breach by you of its obligations or representations, warranties and covenants in this Agreement; (b) any claim or allegation that the Listing Content (i) infringes a third party's proprietary or intellectual property right or (ii) violates any law, regulation, rule, order, ordinance or other standard imposed by or in effect in any jurisdiction; and (c) any sale, license or use of your products or services advertised via the Website. You agree that Summer Camp Guru shall have the right to participate in the defense of any such claim through counsel of its own choosing at Summer Camp Guru's own expense.

Customer Disputes

You will not hold Summer Camp Guru responsible for Website users' actions or inactions. You acknowledge that Summer Camp Guru is solely a facilitator of information and the Website is a venue to allow users to research programs.