



ADVENTURE MAKERS

making *more* adventures possible
for *more* people.

Policies

This page explains our terms of use. When you use the Adventure Makers Platform (“the Platform” and “the Adventure Makers Giving Fund”), you are agreeing to all of the terms of use on this page. This includes the In using them, you are also agreeing to these legally binding rules (also known as “terms”), our privacy policy, and any other rules on our site.

We may change these terms from time to time. If and when we do, we will let you know about these changes. These changes are never applied retroactively - we will let you know the date they go into effect. If you keep using the Platform after a change, that means you accept the new terms.

Creating an account

To sign up for an account, you need to be 18 or older. You are responsible for your account, for all of the activity on it, and for keeping your password confidential. When you create an account, the information you give us has to be accurate and complete. Also, do not choose names that are offensive. If you don't follow these rules, we may cancel your account.

Things you should not do

This section is a list of things you probably already know you should not do - lie, break laws, abuse people, steal data, hack other people's computers and so on. Don't do this stuff.

- Do not break the law. Do not take any action that infringes or violates other people's rights or violates the law.
- Do not lie to people, post information you know is false, misleading or inaccurate, and do not do anything deceptive or fraudulent
- Do not do anything threatening, abusive, harassing, defamatory, libelous, or obscene.
- Do not spam
- Do not harm anyone's computer
- Do not abuse other users' personal information.

Do not attempt to mess with our system

- Do not try to interfere with the proper workings of the Platform
- Do not bypass any measures we put in place to secure the Platform
- Do not try to damage or get unauthorized access to any system, data, password, or other information
- Do not use any kind of software or device to “crawl” or “spider” any part of the site
- Do not take apart or reverse engineer any aspect of the Platform

How projects work

The Platform provides a funding Platform for non-profit organization and government entities to partner with people to create spaces and opportunities for adventures. This is what you are agreeing to when you create or back a project.

When a creator posts a project, they are inviting other people to form a contract with them. Anyone who backs a project is accepting the creator's offer, and forming that contract. The

Adventure Makers Platform is not part of this contract. The contract is a direct legal agreement between creators and backers. These are the terms that govern that agreement:

When a project is successfully funded, the creator must complete the project. Once a creator has done so, they have satisfied their obligation to their backers. Throughout the process, creators owe their backers a high standard of effort, honest communication, and a dedication to bringing the project to life. Backers must understand that there may be changes or delays, and there is a chance something could happen that prevents a project from being finished as promised. If a creator is unable to complete their project, they have failed to live up to the basic obligations of this agreement. To right this, they must make every reasonable effort to find another way of bringing the project to the best possible conclusion for backers. A creator in this position has only remedied the situation and met their obligations to backers if:

- They post an update that explains what work has been done, how funds were used, and what prevents them from finishing the project as planned
- They work diligently and in good faith to bring the project to the best possible conclusion in a timeframe that's communicated to backers
- They're able to demonstrate that they've used funds appropriately and made every reasonable effort to complete the project as promised
- They've been honest, and have made no material misrepresentations in their communication to backers
- They offer to return any remaining funds to backers who have not received their reward (in proportion to the amounts pledged), or else explain how those funds will be used to complete the project in some alternate form.

The creator is solely responsible for fulfilling the promises made in their project. If they're unable to satisfy the terms of this agreement, they may be subject to legal action by backers.

How Funding Works

These are the terms that apply when you're backing a project:

- You are charged when you enter in an amount to fund a project. The exact amount you pledged is the amount the Platform will collect.
- Once you have submitted your pledge, you may not change or cancel your pledge. You can only cancel or change your pledge by making special arrangements directly with the project creator.
- The Estimated Delivery Date is the creator's estimate, not a guarantee to fulfill by that date. The schedule may change as the creator works on the project. We ask creators to think carefully, set a date they feel confident they can work toward, and communicate with backers about any changes.
- Creators should not ask for personal information that is not necessary to provide your reward, and should never request sensitive personal information such as your Social Security number or payment information.
- The Adventure Makers Platform doesn't offer refunds. Responsibility for finishing a project lies entirely with the project creator. The Platform doesn't hold funds on creators' behalf, cannot guarantee creators' work, and does not offer refunds.

These are the terms that apply when you're creating a project

- You can refund individual pledges if you want. You can cancel and refund a backer's pledge at any time. If you do, you have no further obligation to that specific backer, and no agreement exists between you.

- We'll charge our fees before putting funds in your account. The Platform and its payment partners will subtract fees before transmitting the proceeds of a campaign.
- Don't count your chickens before they hatch. Don't assume you'll be able to launch your project when you want; there could be a reason we're not able to accept it, or a problem that takes time to resolve. Don't assume you'll be able to immediately collect your funding; there may be a delay between the end of a successful campaign and your access to the funds. And don't take any actions in reliance on collecting any of the money pledged until you actually have the ability to withdraw it from your account and spend it.

Stuff We Don't Do and Aren't Responsible For

We do not oversee project performance, and we do not mediate disputes between users. When you use the Adventure Makers Platform, you release the Platform from claims, damages, and demands of every kind, known or unknown, arising out of or in any way related to such disputes with the creator. All content you access through the service is at your own risk and you are solely responsible for any resulting damage or loss to any party.

Our Fees

Fees are charged at the time of your donation to a project. We charge 5% in addition to any fees from our payments partners. We will not collect any fees without giving you a chance to review and accept them. If our fees ever change, we will announce that on our site. Some funds pledged by backers are collected by payment providers. Each payment provider is its own company and the Platform is not responsible for its performance.

You are responsible for paying any additional fees or taxes associated with your use of the Platform and your donations.

Other Websites

If you follow a link to another website, what happens there is between you and them, not us.

When you create or back a project, you are also agreement to the payment processor's terms of service.

Your Intellectual Property

We do not own the stuff you post on the Platform. But when you post it, you are giving us permission to use or copy it however we need in order to run the site. You are responsible for the content you post and you are vouching to us that it is all ok to use.

When you submit a project for review, or launch a project, you agree to these terms:

- We can use the content you've submitted. You grant to us, and others acting on our behalf, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, and database rights with respect to your Content.
- When we use the content, we can make changes, like editing or translating it. You grant us the right to edit, modify, reformat, excerpt, delete, or translate any of your Content.
- You won't submit stuff you don't hold the copyright for (unless you have permission). Your Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material (and to grant Adventure Makers all the license rights outlined here).

- Any royalties or licensing on your Content are your responsibility. You will pay all royalties and other amounts owed to any person or entity based on your Content, or on Adventure Makers's hosting of that Content.
- You promise that if we use your Content, we're not violating anyone's rights or copyrights. If Adventure Makers or its users exploit or make use of your submission in the ways contemplated in this agreement, you promise that this will not infringe or violate the rights of any third party, including (without limitation) any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- You're responsible for the stuff you post. All information submitted to the Platform, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom that content originated.
- We're not responsible for mistakes in your content. The Adventure Makers Platform will not be liable for any errors or omissions in any content.

The Platform's Intellectual Property

The content on Adventure Makers is protected in various ways. You do have the right to use it for certain personal purposes, but you can't use it for anything commercial without getting permission first.

Deleting Your Account

You can terminate your account at any time through your account settings. We may retain certain information as required by law or as necessary for our legitimate business purposes. All provisions of this agreement survive termination of an account, including our rights regarding any content you've already submitted to the Site. (For instance, if you've launched a project, deleting your account will not automatically remove the project from the Site.)

Our Rights

We reserves these rights:

- We can make changes to the Platform, Site and Services without notice or liability.
- We have the right to decide who's eligible to use the Platform. We can cancel accounts or decline to offer our Services. (Especially if you're abusing them.) We can change our eligibility criteria at any time. If these things are prohibited by law where you live, then we revoke your right to use the Platform in that jurisdiction.
- We have the right to cancel any pledge to any project, at any time and for any reason.
- We have the right to reject, cancel, interrupt, remove, or suspend any project at any time and for any reason.

The Adventure Makers Platform is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

Warranty Disclaimer

You use our Services solely at your own risk. They are provided to you "as is" and "as available" and without warranty of any kind, express or implied.

The Adventure Makers Platform SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM Adventure Makers SHALL CREATE ANY WARRANTY.

Indemnification

If you do something that gets us sued, or break any of the promises you make in this agreement, you agree to defend, indemnify, and hold us harmless from all liabilities, claims, and expenses (including reasonable attorneys' fees and other legal costs) that arise from or relate to your use or misuse of the Platform. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this indemnification clause, in which case you agree that you'll cooperate and help us in asserting any defenses.

Limitation of Liability

To the fullest extent permitted by law, in no event will the Platform, its directors, employees, partners, suppliers, or content providers be liable for any indirect, incidental, punitive, consequential, special, or exemplary damages of any kind, including but not limited to damages (i) resulting from your access to, use of, or inability to access or use the Services; (ii) for any lost profits, data loss, or cost of procurement or substitute goods or services; or (iii) for any conduct of content of any third party on the Site. In no event shall the Platform's liability for direct damages be in excess of (in the aggregate) one hundred U.S. dollars (\$100.00).

Dispute Resolution and Governing Law

We at Adventure Makers encourage you to contact us if you're having an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of the State of Tennessee and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods. You agree that the Platform and its Services are deemed a passive website that does not give rise to jurisdiction over the Platform or its parents, subsidiaries, affiliates, assigns, employees, agents, directors, officers, or shareholders, either specific or general, in any jurisdiction other than the State of Tennessee. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of The Platform, shall be filed only in the state or federal courts located in Hamilton County in the State of Tennessee, and you hereby consent and submit to the personal jurisdiction of these courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

The Rest

These Terms and the other material referenced in them are the entire agreement between you and the Platform with respect to the Services. They supersede all other communications and proposals (whether oral, written, or electronic) between you and the Platform with respect to the Services and govern our future relationship. If any provision of these Terms is found to be invalid under the law, that provision will be limited or eliminated to the minimum extent necessary so that the Terms otherwise will remain in full force and effect and enforceable. The failure of either you or The Platform to exercise any right provided for in these Terms in any way won't be deemed a waiver of any other rights.

These Terms are personal to you. You can't assign them, transfer them, or sublicense them unless you get The Platform's prior written consent. The Platform has the right to assign, transfer, or delegate any of its rights and obligations under these Terms without your consent. The Platform will provide you notice via email, written notice, or by conspicuously posting the notice on our Site.

How We Deal with Copyright Issues

We comply with the Digital Millennium Copyright Act.

The Digital Millennium Copyright Act lays out a system of legal requirements for dealing with allegations of copyright infringement. Adventure Makers complies with the DMCA, and we respond to notices of alleged infringement if they comply with the law and the requirements set forth in our Copyright Policy. We reserve the right to delete or disable content alleged to be infringing, and to terminate accounts for repeat infringers. (We do this when appropriate and at our sole discretion.)

If you'd like to submit a claim of copyright infringement, please email us at adventuremakers.contact@gmail.com.