

campster

Terms and conditions

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What is Campster

Campster is a learning platform that provides access to a variety of online courses. You may use our Services only in compliance with these Terms and Conditions and all applicable laws. Participation in or completion of a course does not confer any academic credit. Campster courses reserves the right to cancel, interrupt, or reschedule any course or to modify any course content or the point value or weight of any assignment, quiz, or other assessment. Courses offered are subject to the Disclaimers and Limitation of Liability mentioned in this Agreement.

Customer Support

We strive to do the best customer support as possible. We will do our best to guide you and answer your questions within 48 hours on weekdays.

All questions or problems can be send to office@thecampster.com – All e-mails and customer service answers will be in English, so please write your questions in English, so we can provide the quickest and best online support for you. If written in other languages, we might not be able to understand it or have to do a Google translate, and some answers, might be misunderstood and wrong.

Failure To Receive Welcome E-mails, Invoice E-mails Etc

Campster cannot be held accountable for the member not receiving the welcome email, terminations, invoices, receipts etc. It is at any time the responsibility of the member to ensure that your provider or e-mail is accessible and able to receive the mentioned mails. By ensure that they do not end up in the spam folder or "junk mail".

Privacy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose personal information. The following is our privacy policy at Campster.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.

- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

Which Personal Information Do We Gather From You?

When you gain access, sign up, participate in, create an account or in other way uses our services, we can collect personal information about you. The personal information, we collect, depends on the circumstances and the services you use, but can consist of the following:

User Generated Personal Information

Your purchase references, i.e. if you react on ads or campaigns

- IP address

We can also gather other information about your use of our services through cookies and similar technologies.

Personal Information Gathered From Third Party

We may supplement the information we collect from you with information we receive from third parties and through your use of websites, products or services offered by other products in our company.

Why Do We Gather Your Personal Information?

Our purpose

We process your personal information for the following purposes:

- For the sake of our contractual relationship:

- To handle payment for your account and to deliver order and invoice information to you
- To keep track of your purchases in order to ensure that we can provide you with the services that you are entitled to
- To communicate with you about your account or purchase of our Services
- To inform you about changes in our Services
- To provide offers, news, information, products or services that you request from us
- For legitimate purposes:
 - To share your information with other products within campster when necessary for administrative purposes or for the deliverance of our Services to you
 - To use IP address or other information required to block the malicious use of our Services for the purpose of protecting our Services or otherwise enforcing or using our Terms and Conditions
 - To provide information in a merger and acquisition process for business and strategic management purposes.
 - In order to provide you with offers, news, information, products or services that we believe may be of interest to you, including tailor-made advertising, it relate to your likely interests
 - For analysis and statistical purposes
 - To establish, exercise or defend legal requirements
- We may also process your personal information if it is necessary for us to comply with a legal obligation or decision of an authority.

What legal basis in GDPR is the processing of your personal data based on?

- point (A) is required for the conclusion and fulfillment of our obligations following our agreement with you;
- point (B) is required for our legitimate interests in developing, managing, protecting and marketing our Services as well as from a business and strategic perspective;
- point (C) will only occur if we have received your consent to such treatment;
- point (D) is required to comply with legal obligations;

Is It Mandatory For You To Provide Your Personal Information

Personal information that we request from you and which is marked “mandatory” in any way, is required for us to provide our Services (for legal, contractual, administrative, technical or similar reasons).

However, some of your personal information may only be required if you use specific features, enable optional parts of the Service, or request access to certain resources, offers, promotions, programs, or similar from us or our marketing partners.

This will you be informed about before collecting such personal information from you.

Who Can We Share Your Personal Information With?

Group transfers

We may disclose your personal information to other products within campster, if necessary for administrative purposes or for the provision of our Services to you. If you have consented to this, we may also disclose your personal information to products within campster for marketing purposes. Products that access your personal information follow practices in accordance with this Privacy Policy.

The partners, sponsors and advertisers

We can share your personal information with our collaborators and sponsors. In addition, we may also share your personal information with our collaborators and advertisers, but only after you have requested it or assent that you have consented to it.

As described, we may also use aggregated information to monitor the use of our Services in order to help us improve and develop our Services, and we may make such aggregated information available to third parties, such as content partners or advertisers. Aggregated information does not include personal information and can't be linked to you.

Third parties for security or other legitimate reasons

We may also disclose your personal information to third parties if we reasonably have reason to believe that disclosure of such personal information is necessary:

- In order to comply with applicable legal obligations, including applications, court orders, government requests or search warranties, or otherwise required by law;
- To protect our rights or property, or the safety of our customers or employees;
- To protect against fraudulent, malicious, misuse, unauthorized or illegal use or subscription to our Services and to protect our network, Services, Devices and Users from such use;
- To promote or defend against complaints or legal claims in court, administrative cases and procedures and the like;
- To assess credit risk, for reporting purposes or to receive payment for our Services;
- As part of merger and aggregation, provided that the potential buyer or seller agrees to respect and process your personal information in accordance with our Privacy Policy;
- To external auditors and supervisors

How Long Do We Store Your Personal Data?

We will keep your personal information only as long as we consider it necessary to fulfill our purposes as described above under "Why do we process your personal information". Then we will delete or, in some cases, anonymize your personal information. We regularly check whether we have saved personal information to be deleted. Since we process your personal information for different purposes, the actual period of personal information will vary.

How Do We Protect Your Personal Information?

Protecting your personal information is important to us. All personal information you provide us is stored on secure servers and we have strict procedures to protect against loss, abuse, unauthorized access, change, disclosure or destruction of your personal information. Any payment transactions will be encrypted by industry standard technology and subject to PCI security standards.

While we work hard to protect your personal data, we cannot guarantee that our security measures prevent any unauthorized attempts to access, use or disclose personal information. However, we maintain safety and incident plans, including plans for handling any breach of data security, in case of a physical or technical incident to handle this in a timely fashion and limit any adverse effect of such an incident.

How Can You Access Your Personal Information?

We understand that sometimes you may need additional information from us about your personal information and how they are processed or that you may want to update or correct the personal information you have given us. Therefore, you include the following rights:

Right to access your personal information: You are entitled to be verified by us if we process personal information about you and, if so, to access your personal information and information.

Right to get corrected personal information: If you find that personal information we treat about you is inaccurate, you have the right to make us correct such personally identifiable information.

Right to delete personal information (the right to be forgotten): Under certain circumstances, for example, if your personal information has been processed illegally or you have withdrawn your consent (if processing of your personal information is based on your consent), you have the right to request and delete your personal information from us.

Right to limit processing: Under certain circumstances, i.e. If you contest the accuracy of your personal information or if you object to our legitimate purpose to process your personal information, you are entitled to request that we limit the processing of your personal information until a solution has been found.

Right to protest against processing: Under certain circumstances, i.e. if you contest our legitimate interest in processing your personal information, you have the right to object, for reasons relating to your particular situation, against such processing.

Right to data portability: If your personal information is processed automatically based on your consent or in the performance of our contractual relationship, you have the right to request that we provide you with your personal information in a machine-readable format for transmission to another data controller.

Right to lodge a complaint with the supervisory authority: You have the right to file a complaint regarding our processing of your personal information to your supervisory authority.

If our processing of your personal information is based on your consent, you have the right to withdraw such consent at any time (however, it will not affect processing based on your consent before withdrawal) by contacting us or by updating the settings in the Service. (where relevant). Please contact us using the contact details below to make a request for your rights. We will make commercially reasonable efforts to respond to your request within 30 days of receiving

such a request. If we cannot comply with your request within 30 days, we will let you know about this, the reason for the delay and when we expect to be able to meet your request. Also, be aware that you can change your contact preferences on the “Settings” page if you do not want to receive certain types of information from us. You can also do this at any time by contacting us at office@thecampster.com

Changes To This Privacy Policy

Our Privacy Policy may be amended from time to time. Therefore, be sure to review the latest version of this policy on a regular basis. We will disclose any changes to the Privacy Policy here, and if the changes are significant, we will provide you with a more prominent message such as email. If we change this Privacy Policy in a way that will affect how we use your personal information, we will advise you about the choices you may have as a result of these changes. We will also keep previous versions of this Privacy Policy in an archive for your review.

Registration

By registering on our website, you agree:

- that your information about you and/or your organization is accurate, current and integral;
- to keep your password and other information related to your security of the service confidential;
- to regularly update your information in order to keep it accurate, complete and current;
- to be responsible for all the actions that have arisen from the use of your account.

Termination

campster may terminate your access to the services, in whole or in part, without notice, in the event that:

You infringe this Agreement

You fail to pay any fees due

Your use of the Service may harm campster or others

Violate the current Terms & Conditions. Share information concerning other members (e-mail address, postal address, telephone number, etc.)

You commit Illegal behavior, non-ethical, irresponsible or any other behavior that could be construed as harassment towards other members or the website itself.

Your account is considered fraudulent.

You commit General unacceptable behavior as defined by the site.

In that case, campster shall not refund to you any fees paid before such termination, and you shall be obligated to pay all fees and charges that appeared prior to the effectiveness of such termination

Please note: Upon termination of the services for any reason: user content, user profile, and other data will be deleted. Your account and use of the Service may be terminated by you or by campster. You can do it by following the instructions given on the Service. campster may terminate your access and use of the Service at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your Campster account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Campster proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination. Any content considered as a direct violation with the law as well as cases of harassment will be reported to the relevant authorities, including the IP address of the member, time of creation and any other necessary information.

Refunds

Due to the potential drawback to a service, buyers can file a complaint, that is, send it via email to the address office@thecampster.com and campster will reply as soon as possible (not later than 2 workdays after the received complaint).

We do not issue a refund more than 7 days after payment, or if the user has completed more than 30% of the course.

Inappropriate Use

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, hateful, harassing, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) campster sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose campster or its users to any harm or liability of any kind.

Cookies

At Campster we wish to give you the best user experience possible, which is why we have to use cookies to store relevant information on your computer.

1. What are cookies?

Cookies are small text files containing information that a website like ours can save and read again.

2. What are we using cookies for?

We are using cookies for the following: Remembering your username and password, collect statistics about how you use our website – via Google Analytics make it possible to share via facebook and other social media, saving your name and address for relevant new promotional campaigns.

3. How to prevent or get rid of cookies?

To learn more about deleting cookies, you can use the following link:

<http://www.aboutcookies.org/how-to-delete-cookies/>

To learn more about controlling cookies, you can use the following link

<http://www.aboutcookies.org/how-to-control-cookies/>

4. For how long are we storing the cookies?

The cookies we place with you are stored for a varied number of months, depending on the purpose of the various cookies. Every time you visit our website, the period is extended and they are automatically removed when they expire.

Indemnification Of campster

You agree to defend, indemnify and hold harmless campster and its directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any template we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

Your Representations And Warranties

You represent and warrant to campster that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of the EU and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the EU and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below. You further represent and warrant that you will carefully safeguard your password, user name, and account information, will not share your password or user name with any third party, and will not allow any third party to access your Campster account for any purpose.

No Representations Or Warranties By campster

All information, property and rights provided or granted to you by campster are provided to you on an "as is" basis. campster and its suppliers make no representations or warranties of any kind with respect to the service, either expressed or implied and all such representations and warranties, including warranties of merchantability, fitness for a particular purpose or non-infringement, are expressly disclaimed. Without limiting the generality of the foregoing, campster does not make any representation or warranty of any kind relating to accuracy, service availability, completeness, informational content, error-free operation, results to be obtained from use, or non-infringement. Access and use of the service may be unavailable during periods of peak demand, system upgrades, malfunctions or scheduled or unscheduled maintenance or for other reasons. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation On Types Of Damages/limitation Of Liability

campster will not be liable to you or any third party claiming through you (whether based in contract, strict liability, tort or other theory) for indirect, incidental, special, incidental, consequential or exemplary damages arising out of or relating to the access or use of, or the inability to access or use, the service or any portion thereof, including but not limited to the loss of use of the service, inaccurate results, loss of profits, business interruption, or damages stemming from loss or corruption of data or data being rendered inaccurate, the cost of recovering any data, the cost of substitute services or claims by third parties for any damage to computers, software, modems, telephones or other property, even if campster has been advised of the possibility of such damages. campster liability to you or any third party claiming through you for any cause whatsoever, and regardless of the form of the action, is limited to the amount paid, if any, by you to campster for the service in the 12 months prior to the initial action giving rise to liability. This is an aggregate limit. The existence of more than one claim hereunder will not increase this limit.

The software used on Campster's website could include technical, typographical, or photographic errors. Campster does not warrant that any of the materials on its website are accurate, complete, or current. Campster may make changes to the content contained on its website at any time without notice. Campster does not, however, make any commitment to update the materials and no refunds can be demanded if our software is down at times. We will ofcourse try our best to provide the best service as possible for all our monthly subscribers. Campster has not reviewed all of the sites linked/urls to its Internet website and is not responsible for the contents of any such linked site or the content and files uploader by our users on Campster. The inclusion of any links or files does not imply endorsement by Campster of the site. Use of any such linked web site is at the user's own risk.

Proprietary Rights In Service Content And Activity Materials

All content available through the Service, including designs, text, graphics, images, information, software, audio and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of campster or its licensors. No Service Content may be modified,

copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms and Conditions. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Service Content. As between you and campster, all data, information and materials generated from your access and use of the educational activities made available on or through the Service, shall be exclusively owned by campster, and you shall not have any right to use such Activity Materials except as expressly authorized by these Terms and Conditions. By using the Service, you hereby assign to campster and all rights, title and interest, including any intellectual property rights or proprietary rights, in the Activity Materials. All rights of campster or its licensors that are not expressly granted in these Terms and Conditions are reserved to campster and its licensors.

Your Choices and Opt-Outs

Members and Visitors who have opted in to our marketing and cart notification emails can opt out of receiving the emails from us at any time by clicking the "unsubscribe" link at the bottom of our marketing messages. Also, all opt-out requests can be made by emailing us using the contact details provided in the "Ownership" section below. Please note that some communications (such as service messages, account notifications, billing information) are considered transactional and necessary for account management, and Members cannot opt out of these messages unless you cancel your account.

Governing Law And Arbitration

These Terms and Conditions, its subject matter and campster and your respective rights under these Terms and Conditions shall be governed by and construed under the laws of Ireland, excluding the conflict of law provisions of that or any other jurisdiction. Any possible dispute arising between you and campster will be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator in Ireland. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

Notice For Claims Of Copyright Violations And Agent For Notice

To prove and demonstrate your suspect, as a copyright owner, that any material available through the service infringes upon your copyrights, you may submit a copyright infringement notification to Campster pursuant to the EU Copyright Directive by providing us with the following documentation and information in writing:

- a physical or electronic signature of the copyright owner or the person who acts on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;

- telephone number, address and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the law, copyright owner or its agent; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Anti-Money Laundering Policy

Be aware that Campster business practices prohibit bribery, corrupt behavior and money laundering.

You agree that you shall remain in compliance with all applicable laws that relate to commercial or public sector bribes, money laundering, terrorism (including but not limited to local anti-corruption laws, Canada's Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the U.K. Bribery Act).

Should you at any point in time fail to be compliant, Campster reserves the right to terminate your account without any notice.

Changes Of Terms And Conditions

campster reserves the right to modify the terms at any time. If the terms change it will be published on our website and the member will have 30 days to terminate the account if you disagree with the terms. This will apply in a case of significant changes in your current agreement with campster. After the 30 days any still existing member will be deemed to have accepted the changes implied. The member can at any time change address and user details via the "My profile". The changes till then take effect in the current terms.

Miscellaneous

These Terms and Conditions represent the entire agreement between campster and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by campster or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. campster may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will insure to the benefit of campster and you, and campster's and your respective successors and permitted assigns.

Language

These Terms and Conditions were originally written in English language (US). In the event any translated version of this agreement conflicts with the English one, the English version controls.

Ownership Information

Owner information of Campster

For further information about our Terms & Conditions or other unanswered issues or questions, please feel free to contact us at the information below.

Campster is owned and operated by:

Campster Pte. Ltd.

68 Circular Road, #02-01, 049422, Singapore

Registration number (UEN): 202013142D

E-mail: office@thecampster.com