

Last Updated: January 29 2025

Terms of Service

Welcome to Funbug.

These Terms of Service ("Terms") govern your access to and use of our products and services, including those of our websites, products, communications, and applications (collectively referred to as the "Services") provided by Funbug, Inc., a Delaware corporation, (together with its Affiliates, "Funbug," "we", "us", or "our"). By accessing or using our Services, you the end user of our Services ("User", "you", or "your"), expressly agree to be bound to and to abide by these Terms, our Privacy Policy, and any other policy we may develop from time to time (collectively, "Policies"), which create legal and enforceable agreements whether or not you register for a user account with us, or whether or not you obtain, transmit, post, send, receive, link, email, upload, download, submit or otherwise communicate ("Post"): text, ratings, images, video, audio, graphics, links, electronic messages, or any other input and data (collectively, "Content") using our Services to us or other Users. If you do not agree to be bound to or to abide by these Terms and our other Policies, do not browse our website or use our Services.

Our goal is to provide you with a positive and secure experience with our Services. Therefore, we have established these Terms to set out the rules and guidelines for using our Services. Please read them carefully to understand your rights and obligations.

These Terms apply to all visitors, users, and others who access or use our Services ("Users"). By using our Services, you represent and warrant that you are at least the age of majority in your jurisdiction and have the legal capacity to enter into these Terms. If you are using our Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.

BY ACCESSING OUR SERVICES, YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS JUST AS IF YOU HAD SIGNED THESE TERMS.

THESE TERMS CONTAIN A MANDATORY DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER AND WAIVER OF YOUR RIGHT TO A TRIAL BY JURY THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

YOU REPRESENT AND WARRANT THAT YOU SHALL COMPLY WITH ALL APPLICABLE LAWS, STATUTES, ORDINANCES, AND REGULATIONS REGARDING USE OF THE SERVICES.

Please note that supplemental terms of service, terms and conditions, or other documents that may be posted on our website from time to time, including but not limited to, our Content Guidelines, are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason, in accordance with applicable law. We will alert you about any changes by updating the "Last updated" date of these Terms of Service

and following any other legally-required notice procedures. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Services after the date such revised Terms of Service are posted.

If you have any questions or concerns about these Terms, please contact us using the contact form at the relevant URL below:

Camperoo: <https://camperoo.com/contact-us>

Definitions

Parties

- **"Affiliates"**: Affiliate shall mean, an entity that is directly or indirectly owned and operated by Funbug and their or our: directors, members, owners, partners, agents, subsidiaries, officers, employees, independent contractors, suppliers, representatives, advertisers, licensors, licensees, successors, assigns, or other affiliate
- **"Company"**: All references in this Agreement to the Company shall include the Company and all its affiliates that provide the Services.
- **"Business Account Holders"**: This term refers to entities or individuals who register for and maintain a business account with Funbug. Business Account Holders are subject to specific terms and conditions that apply to business use of our services.

Content

- **"Content"**: This term refers to any information, text, graphics, photos, videos, data, or other materials that can be viewed, accessed, or downloaded through our services.
- **"Your Content"**: This term refers to any content that you submit, post, or upload to our services. This includes, but is not limited to, text, graphics, photos, videos, and data that you create and share.
- **"User Content"**: This term refers to any content submitted, posted, or uploaded by any user of our services, including you. User Content encompasses Your Content and the content provided by other users.
- **"Company Content"**: This term refers to all content created or provided by Funbug, including but not limited to text, graphics, photos, videos, data, software, and other materials. This includes content created by our employees, contractors, or agents.
- **"Third Party Content"**: This term refers to any content provided by third parties that is available through our services. This includes, but is not limited to, links to third-party websites, third-party advertisements, and content posted by third-party service providers.

Sites and Accounts

- **"General Site"**: This term refers to the portion of our website primarily provided for end-user customers. It includes content, services, and features intended for individual consumers accessing our Services.

- **"Business Services Site Pages"**: This term refers to specific sections or pages of our website designated for the use of business users and business account holders. These pages may contain tailored content, services, and functionalities relevant to business operations.
- **"User Accounts"**: This term refers to individual accounts created by end-user customers on our Services. User Accounts allow individuals to access personalized features, store preferences, and interact with content and services.
- **"Business Accounts"**: This term refers to accounts created by business users or administrators who manage business listings and operations on our Services. Business Accounts may have additional permissions and access rights tailored for business management and administration.
- **"Accounts"**: This term serves as a collective wrapper encompassing all types of accounts available on our Services, including User Accounts and Business Accounts. Accounts allow individuals and entities to access and utilize our services, content, and features based on their respective roles and permissions.

Use of Services

General Provision of Services

We strive to provide our services consistently; however, there may be occasions where services are temporarily unavailable due to maintenance, upgrades, or unforeseen circumstances. We make no guarantee of uninterrupted or error-free service. We also reserve the right to modify or suspend or discontinue services at any time, with or without notice.

While we aim to maintain our services indefinitely, circumstances may arise that necessitate the cessation of certain services. Factors such as technological advances, changes in market conditions, or strategic decisions may lead to the discontinuation of specific features or entire services.

Eligibility to Use Our Services

You cannot use the Services unless you are at least 18 years of age. By using or accessing the Services, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have the right, authority and capacity to agree to, and abide by these Terms; and (c) you shall not use the Services or any rights granted hereunder for any unlawful purpose or any purpose which violates these Terms.

Our Services are intended for individuals and entities who do not compete directly with Funbug. You agree not to use our Services for purposes that compete with or undermine our business interests, as outlined in our Terms of Service and any additional agreements or policies.

Duration of License to Access Services.

These Terms provide you with a personal, revocable, non-exclusive, non-assignable, non-transferable, limited and temporary license to access and use the Services. We shall be entitled to terminate, restrict, or suspend this license granted to you with immediate effect and without notice, including but not limited to by deleting your account or otherwise restricting your ability to access or use the Services, for any reason or no reason, as determined solely by us.

You must not have had your account with Funbug previously suspended or terminated for any reason. Individuals or entities whose accounts have been suspended or terminated are prohibited from using our Services unless explicit authorization is granted by Funbug.

You agree to comply with all applicable laws, regulations, and ordinances when using our Services. It is your responsibility to ensure that your use of our Services does not violate any laws or regulations in your jurisdiction.

Acceptance of Risk

We endeavor to clearly inform our users of the risks inherent in using online services and emphasize the risks associated with our Services, and your responsibility for mitigating these risks while accessing our Services. We grant you a limited, revocable license to use the Service per these Terms, and you agree that your use is at your own risk.

By using our Services, you acknowledge and accept the inherent risks associated with online activities, including but not limited to:

Security Risks: Risks related to the security of your data and information transmitted through the internet.

Third-Party Actions: Risks arising from the actions or inactions of third parties, including other users and external entities.

Offensive Content: You may encounter Content that is offensive, inappropriate, or otherwise objectionable.

Technological Risks: Risks related to technology failures, interruptions, or disruptions that may affect the availability or performance of our Services.

Content Accuracy: Risks associated with the accuracy, completeness, or reliability of content accessed or obtained through our Services.

Fraud, Business Legitimacy and Service Quality: You understand that Funbug does not currently verify the business history, service quality, licenses obtained or other legal or regulatory compliance, nor any claims made by businesses listed or otherwise featured on our Service. We strongly advise consumers to conduct their own due diligence before utilizing any business services, including independently verifying any information obtained by accessing our Service before utilizing the services of listed businesses. By using our Services, you agree that your decision to proceed to utilize the services of listed businesses is your own, and you do so at your own risk.

Some partners may choose to include a link to our services (the appearance of which may be updated from time to time) by deploying HTML or JavaScript-based code provided by us. While we take a variety of precautions to ensure this code is free from errors and unlikely to introduce security risks, its use and deployment are at your own risk. By using our code, you acknowledge and agree that we are not liable for any issues, damages, or vulnerabilities that may arise from its implementation. Partners are encouraged to review and test the code in their environments to ensure compatibility and security. You agree that Funbug is not liable for any damages, losses, or harm resulting from these risks. It is your responsibility to take appropriate precautions and safeguards when using our Services, such as maintaining secure passwords, using antivirus software, and exercising caution when sharing Personal Information (as defined in our Privacy Policy).

Account Creation and Information

To access and use our Services, you may have to create an account and provide accurate, current, and complete information as prompted during the registration process and any follow up requests for your information. You are responsible for maintaining the accuracy of this information and updating it promptly if there are any changes.

Responsibility for Account and Password

You are responsible for maintaining the confidentiality of your account credentials, including your password. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Funbug will not be liable for any loss or damage arising from your failure to comply with this security obligation.

Account Closure

Funbug reserves the right to close or suspend your account and/or limit your access to the Services at any time for any reason, including but not limited to violation of our Terms of Service or policies. Upon account closure, you may lose access to all content, data, and information associated with your account.

Personal Non-Commercial Use

User accounts are intended for personal, non-commercial use only. You agree not to use your account for any commercial purposes or on behalf of any third party. Your account is for your personal use only and cannot be shared, transferred, or assigned to any other individual or entity.

Email Address and Single Account

Your account must be registered using your own valid email address. You may only create and maintain one account. Attempts to create multiple accounts or transfer accounts are prohibited and may result in suspension or closure of your account.

Content

Third Party Content

Our Service includes content from third parties or links to other websites or applications. Funbug does not control, endorse, or assume responsibility for any third-party content, websites, or applications. We are not responsible for the accuracy, completeness, availability, or any other aspect of the content provided by third parties.

Your use of third-party content, websites, or applications is at your own risk. You should review the terms and policies of any third-party site or application before using it or providing any personal information. Funbug is not liable for any loss or damage incurred from your interactions with third parties.

Your Content

You are solely responsible for any content that you submit, post, or upload or share through our Services, including but not limited to text, graphics, photos, videos, data, reviews, and ratings ("Your Content"). This includes ensuring that Your Content complies with our Terms of Service and does not violate any third-party rights or applicable laws.

You disclose Your Content at your own risk. Funbug does not guarantee the accuracy, completeness, or reliability of Your Content. You acknowledge and accept the risks associated with disclosing Your Content, including but not limited to:

Risks related to the accuracy, reliability, or completeness of Your Content.

Risks of unauthorized access or use of Your Content by third parties.

Risks of Your Content being altered, misused, or misrepresented by other users or third parties.

You agree that Funbug is not responsible or liable for any damages or losses arising from Your Content, including any reliance placed on Your Content by other users or third parties.

Ownership of Your Content

You retain ownership of any content that you submit, post, or upload to our services ("Your Content"). By uploading Your Content, you grant Funbug the rights outlined in the "Our Use of Your Content" section of our Terms of Service.

All content created or provided by Funbug, including text, graphics, photos, videos, data, software, and other materials ("Funbug Content"), remains the property of Funbug or its licensors. Funbug Content is protected by copyright, trademark, and other intellectual property laws.

Content Retention and Confidentiality

Funbug is not obligated to retain or archive Your Content. We cannot guarantee the confidentiality of Your Content and recommend exercising caution when sharing sensitive information through our services.

Right to Remove, Edit, or Modify Your Content

Funbug reserves the right, but does not have the obligation, to remove, edit, filter, or otherwise modify Your Content at our discretion, without notice. This includes content that violates our Terms of Service or content guidelines.

Consequences of Violating Terms or Guidelines

Content that violates our Terms of Service or content guidelines is subject to removal. Depending on the severity of the violation, further consequences may apply, including suspension or closure of your account.

Timeliness and Accuracy

While we strive to provide accurate and timely display of Your Content, Funbug cannot guarantee the timeliness or accuracy of how and when Your Content will appear on our Services.

Our Use of Your Content

By submitting, posting, or uploading Your Content using our Services, you grant Funbug worldwide, irrevocable, perpetual, royalty-free, non-exclusive, transferable, and sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display Your Content in connection with the operation and promotion of our Services, or in any other manner. This includes, but is not limited to:

- Incorporating Your Content into other works or materials.
- Promoting and marketing our Services, including using excerpts or screenshots of your content.
- Making Your Content available to other users of our Services for their personal use.
- Allowing third-party platforms and media to access and use Your Content.

Waiver of Moral Rights

You agree to waive any moral rights or rights of attribution you may have in relation to Your Content. This includes the right to be identified as the author of Your Content or to object to any derogatory treatment of Your Content.

User and Media Platform Use

You acknowledge that other users of our services and third-party media platforms may access and use Your Content in accordance with their own terms and conditions. Funbug is not responsible for the use or misuse of Your Content by other users or third-party platforms.

Compensation Entitlement

Funbug and its licensees may display advertisements or other information, whether commercial or otherwise, in proximity to Your Content on our services. You acknowledge and agree that you are not entitled to compensation or any other form of remuneration for the placement of these ads or information near Your Content or for any other use of Your Content by Funbug or its licensees.

Trademarks

Funbug's trademarks, service marks, logos, and trade names (collectively referred to as "Trademarks") are valuable assets. You may not use Funbug's Trademarks without prior written permission from Funbug. Unauthorized use of Funbug's Trademarks may violate trademark laws and other applicable laws.

If you have any questions regarding the use of Funbug's copyrighted materials or Trademarks, please contact us using the contact form at the relevant URL below:

Camperoo: <https://camperoo.com/contact-us>

REPRESENTATIONS AND WARRANTIES

Funbug is not responsible for enforcing these Terms against other users. We encourage you to notify us of any violations, but we reserve the right to investigate and act at our discretion.

Your Actions

Funbug prohibits certain actions to help maintain a safe, respectful, and lawful environment for all users of our Services.

By using our Services, you agree not to, nor help, encourage, or enable others to take the following actions:

- Violate Laws and Regulations: Engage in any activity that violates any applicable laws or regulations.

- **Infringement:** Infringe upon the intellectual property rights of others, including copyrights, trademarks, patents, trade secrets, or other proprietary rights.
- **Unauthorized Access:** Attempt to gain unauthorized access to our Services, accounts of other users, or computer systems or networks connected to our Services.
- **Interference:** Interfere with the operation of our Services, including but not limited to introducing viruses, worms, or other harmful code.
- **Fraudulent Activities:** Engage in fraudulent activities, including phishing, impersonating another person or entity, or falsely stating or misrepresenting your affiliation with a person or entity.
- **Harassment or Abuse:** Harass, abuse, intimidate, or threaten other users or individuals.
- **Illegal or Objectionable Content:** Post, upload, or distribute illegal, obscene, defamatory, or otherwise objectionable content.
- **Spam:** Transmit unauthorized or unsolicited advertising, promotional materials, junk mail, spam, or other forms of solicitation.
- **Reverse Engineering:** Unlawfully reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from our Services or any software or technology used to provide our services.
- **Use for Commercial Purposes:** Use our Services for commercial purposes without authorization, including advertising, marketing, or selling goods or services, unless using a Business Account per the Business Terms.
- **Misuse of Accounts:** Create multiple accounts for disruptive or abusive purposes, or share, transfer, or sell your account.
- **Post fake reviews or ratings for listed businesses.**
- **Place an unreasonable number of requests or otherwise place an unreasonable load on Funbug 's server infrastructure.**
- **Collect or process information about other users of our Services without authorization.**

OTHER TERMS AND CONDITIONS

Copyright and Trademark Protections

Funbug respects the intellectual property rights of others and expects users of our Services to do the same. It is our policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property laws including the DMCA.

If you believe that your work has been copied in a way that constitutes copyright or trademark infringement, please provide our designated DMCA agent with the following information:

- A description of the copyrighted work that you claim has been infringed.
- A description of the material you claim is infringing and where it is located on our Services.
- Your contact information, including address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- 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 authorized to act on the copyright owner's behalf, complete with a physical or electronic signature.

Designated DMCA Agent

Please send the above information to our Designated DMCA Agent at:

*Copyright Compliance
Funbug, Inc.
377 Valley Rd
PMB 533
Clifton, NJ 07013
Email: hi@funbug.com*

We reserve the right to share your report in whole or in part with parties involved in the infringement.

Repeat Infringer Policy

In accordance with the DMCA and other applicable law, Funbug has adopted a policy for the termination of, in appropriate circumstances and at Funbug's sole discretion, users who are deemed to be repeat infringers. Funbug may also limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights, whether or not there is any repeat infringement.

User Feedback and Suggestions

Funbug welcomes your feedback and suggestions! Any feedback, suggestions, or ideas ("Feedback") you provide to Funbug regarding our Services may be used by Funbug without any obligation to compensate you for them. By providing Feedback to Funbug, you agree that:

Funbug may use, modify, adapt, reproduce, distribute, and disclose the Feedback for any purpose without restriction or obligation to you.

The Feedback you provide does not contain any third-party confidential or proprietary information.

You grant Funbug a perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use or implement the Feedback in any manner.

Funbug is under no obligation to review, consider, or implement your Feedback. Furthermore, Funbug may already be developing or have developed similar ideas to those in your Feedback.

INDEMNITY

You agree to indemnify, defend, and hold harmless Funbug and its affiliates, officers, directors, employees, agents, licensors, and partners from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that arise from or relate to:

Use or misuse of the Services, or infringement of any rights by you or anyone using your Account.

Your violation of these Terms of Service.

Your violation of any rights of another, including intellectual property rights or privacy rights.

Any content you submit or transmit through our Services, including claims of defamation, invasion of privacy, or infringement of intellectual property rights.

Any content associated with your Business Account, including content sourced by you or Funbug from your website or marketing materials, that infringes or violates the intellectual property rights, privacy rights, or other rights of any third party.

Failure to obtain necessary consents or permissions for the use of individual likenesses included in your content.

Your violation of any applicable laws, rules, or regulations.

Products or services you either purchase or sell through the Service or based on any connection with the Service.

Funbug reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate fully with Funbug in asserting any available defenses. This indemnity obligation will survive the termination of your Account and these Terms of Service.

Limitations of Liability and Disclaimers

Please review this section very carefully as it limits Funbug's liability to you, and you waive legal rights by agreeing to these terms, including the right to sue or claim damages from [COMPANY] under certain circumstances. By accessing and using our Services, you agree that you have read, understood and agreed to the limitations of liability and disclaimers described below.

Service Availability

Funbug provides its Services on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, about the operation or availability of our Services. To the fullest extent permitted by applicable law, Funbug disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Funbug is not liable for any personal injury, loss, or damage resulting from Service interruptions, data security breaches, or reliance on Service content.

Third-Party Content

Our Services may include content from third parties or links to third-party websites and applications. Funbug does not control, endorse, or assume responsibility for any third-party content. We make no warranties or representations regarding the accuracy, completeness, or reliability of any third-party content, and you use such content at your own risk. Funbug is not liable for any personal injury, loss, or damage resulting from third-party content, including business listings, ratings, and reviews.

Company Content

Funbug may gather and provide content related to products and services offered by third parties. This content is provided as a convenience for indexing and initial research purposes. While we strive to ensure the accuracy of the Company Content, we do not guarantee its accuracy, completeness, or reliability. Company Content should not be relied upon directly for making decisions. Users are advised to verify all information directly with respective third-party service providers. By using our Services, you acknowledge and agree that:

- The Company Content is provided "as is" and "as available" without any warranties of any kind, either express or implied.
- Funbug disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Funbug is not liable for any errors, inaccuracies, or omissions in the Company Content.
- Funbug is not responsible for any decisions made based on the Company Content or for any damages resulting from your reliance on the Company Content.
- Funbug does not warrant that the Company Content will be free of errors, uninterrupted, or free from defects.
- Your use of the Company Content is at your own risk.

Amendments to Inaccuracies

In line with Funbug's goal to provide accurate and reliable content, we welcome the opportunity to resolve inaccuracies in Company Content. If you are a third-party service provider and believe that there are inaccuracies in the Company Content pertaining to your products or services, or if you are a user with grounds to notify us of inaccuracies featured on our Services, we will assist with correcting any such inaccuracies. Please contact us with the specific details of the inaccuracies, and we will work promptly to review and address your concerns. We appreciate your input to help create and maintain accurate and reliable content for our users.

Resolution Mechanism

If you are dissatisfied with our Services, you agree that your sole remedy is to cease using our Services. Funbug is not liable for any damages arising from your use or inability to use our Services.

Liability Cap

To the fullest extent permitted by applicable law, Funbug's total liability to you for any claims arising out of or relating to these Terms of Service or your use of the Services is limited to the greater of the amount you paid us for the Services in the twelve (12) months preceding the claim or \$100, whichever is greater.

Limitation of Liability

In no event will Funbug be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, business interruption, reputational harm, use, goodwill, or other intangible losses. These limitations of liability persist irrespective of legal theory and will survive any termination of these Terms of Service, and the waivers and limitations described in these Terms will survive and apply regardless of any legal action including but not limited to contracts, tort, or strict liability. **Additional Disclaimer**

By providing this disclaimer, we aim to reduce any potential confusion and ensure transparency for our valued customers and partners pertaining to our company name. We appreciate your understanding and look forward to serving you.

Funbug is a newly established Delaware entity (registered in 2025) and is not affiliated, associated, or connected in any way with any previous websites, businesses or entities which may have operated under the same or similar names as our company, Funbug, Inc. nor one of our websites (including Camperoo.com).

Funbug, Inc. is completely independent and has no connection to any former companies that may have used a similar name in the past. Any similarities in name are purely coincidental, and we are not a successor, agent, or representative of any prior businesses. We have no knowledge of or responsibility for the operations, policies, or business practices of any previous businesses with the same or similar names.

Governing Law, Arbitration, and Dispute Resolution

FOR ALL INDIVIDUALS OR BUSINESSES REGARDLESS OF WHERE YOU RESIDE OR ARE DOMICILED YOU AGREE AND UNDERSTAND (1), (2) and (3):

(1) CLAIMS BAR

YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED;

(2) WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THESE TERMS, USE OF THIS WEBSITE, OR ANY OTHER USE OF THE SERVICES OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF COMPANY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF; and

(3) CLASS ACTION WAIVER

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE AGREE OTHERWISE, THE DECISION-MAKER MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE DECISION-MAKER MAY AWARD RELIEF ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

U.S. and Canada Residents

Governing Law

These Terms of Service and any disputes arising out of or related to these Terms or the use of our Services will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Mandatory Arbitration Agreement

By using our Services, you agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of our Services (collectively, "Disputes") will be resolved through binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Claims in small claims court, related

to free speech under U.S. or Delaware Constitutions, and intellectual property rights can be resolved in court. This agreement covers claims before and after its existence.

Arbitration Procedures

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable). Arbitration can be done via phone, written submissions, or in person. The arbitration will be held in New Castle County, Delaware.

Arbitrator's Authority

The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator can determine the scope and enforceability of this agreement and resolve disputes, including those about arbitration validity. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA rules, and these Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have.

Demands must include sufficient information and proof of the Arbitration Agreement. Arbitrators can impose sanctions for frivolous claims.

Similar claims filed within 90 days will be batched for efficiency. After a first batch of arbitrations, mediation will be attempted. If unresolved, claims can proceed to court.

Material changes to this section will be effective 30 days after notice. Continued Service use implies acceptance.

To opt out of this arbitration agreement, please contact us using the form at the relevant URL below within 30 days of the effective date of these Terms, or your use of the Services, whichever is later.

Camperoo: <https://camperoo.com/contact-us>

This arbitration agreement will survive the termination of your relationship with Funbug.

EEA and Switzerland Residents

Governing Law: Irish law governs these Terms. Any third-party discovery requests must be processed through Delaware courts.

Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms or the breach thereof, you and Funbug agree to use your best efforts to settle the dispute, claim, question, or disagreement. To this end, you shall consult and negotiate with each other in good faith and, recognizing your mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If you and Funbug do not reach a solution within a period of 60 days, then the dispute shall be resolved by binding arbitration as set forth above.

Termination

Funbug reserves the right to terminate or suspend your Account and access to our Services in full or in part at any time with or without prior notice or liability, and to revoke any licenses or permissions granted to you, or ban you from the Service for any reason, including for conduct that Funbug, in its sole discretion, believes is in violation of these Terms or any policies or guidelines referenced herein.

You may terminate your Account and cease using our Services at any time by contacting our customer support team at the relevant URL below:

Camperoo: <https://camperoo.com/contact-us>

Effect of Termination

Upon termination of your Account for any reason:

- You may lose access to your Account, the Service, related third-party services, Your Content, and related information.
- All rights and licenses granted to you under these Terms will immediately cease.
- You must cease all use of the Services and any content obtained through the services.
- Any outstanding payments owed to Funbug will become immediately due and payable.
- Funbug may delete your content and Account information, including any backups and copies.

Survival of Terms

The following sections of these Terms will survive termination of your Account and remain in effect: Definitions, Content, Indemnity, Limitations of Liability and Disclaimers, Governing Law, Arbitration, Grant of License, Content Representations sections and Dispute Resolution, and any other provisions that by their nature should survive termination.

No Refunds

Unless otherwise agreed in writing or as otherwise required by applicable law, Funbug will not provide refunds for any fees or charges paid prior to termination. Any prepaid amounts for the Services will be forfeited upon termination.

Other Terms

Severability; No Waiver

The representations and warranties and/or covenants set forth in these Terms or any of the Policies are each to be construed as a separate agreement, independent of any other provisions of these Terms or Policies. Further, the invalidity or unenforceability of any provision, word, phrase, clause, sentence, paragraph or section of these Terms shall in no way affect the validity or enforceability of any other provision, word, phrase, clause, sentence, paragraph or section of these Terms or any of the Policies, and any such invalid or unenforceable provision that is overbroad shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as narrowed. If one or more of the provisions in these Terms or any of the Policies are deemed invalid or unenforceable, then the remaining provisions will continue in full force and effect. Our failure to assert any right or provision under these Terms or any of the Policies shall not constitute a waiver of such right or provision.

Privacy Policy

By using our Services, you agree to the provisions of our Privacy Policy, which is hereby incorporated by reference. You further agree that we may disclose Personal Information (as defined in our Privacy Policy) according to our Privacy Policy, as determined by us. Please see our Privacy Policy for more information.

Entire Agreement; Modification

These Terms together with our Privacy Policy, Policies and any other document that we post on our Website constitutes the entire understanding between us and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms and/or our Policies at any time in our sole discretion, in accordance with applicable law. We will notify you about changes to these Terms by placing the updated Terms or Policies on our Services. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to the Terms.

Headings; Interpretation

Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms or provision in any of our Policies. Further, whenever the context requires, all words, including but not limited to defined capitalized terms, will include the masculine, feminine, and neuter, and each word will include the singular form, plural form, and other conjugations of that word.

Our Relationship with You

With respect to you, we are an independent contractor only. Nothing in these Terms or any of our Policies shall be deemed or is intended to deem the relationship between you and Funbug as anything more than a transactional business relationship. Funbug and Users do not have an employer-employee, partner, joint venturer, joint associates for profit, or agency relationship. Users are not our employees, independent contractors, partners, joint ventures, or any agent of Funbug of any sort whatsoever.

No Third Party Beneficiaries

These Terms and our Policies do not grant any rights or remedies to any third party or third party beneficiary.

Assignment

These Terms and our Policies, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us as determined by us.

No Implied Rights, Licenses or Interests from Funbug

Except as explicitly provided elsewhere herein, these Terms and/or our Policies do not grant you any rights, licenses, or interests in the service, its content, or any intellectual property owned by Funbug or its licensors.

BUSINESS ACCOUNT TERMS

Additional terms apply governing the use and access of Business Accounts through the Service, as set out below. These Business Account Terms apply in addition to the Terms of Service, but shall control in the event of any conflict with other Terms of Service. Further, if you have procured products or services from Funbug for your business, any specific terms pertaining to that transaction will supersede these Business Terms if there is any inconsistency.

Please review this Business Account Terms section very carefully as it limits Funbug's liability to you, and you waive legal rights by agreeing to these terms, including the right to sue or claim damages from Funbug under certain circumstances. These terms restrict the solutions available to you in the event of a disagreement and require individual arbitration for settling conflicts in place of court trials or class actions.

Upon creating, accessing, or using your Business Account, you are agreeing to these Business Terms, establishing a legally binding contract with Funbug. If you do not consent to these Business Terms, you are not authorized to create, access, or use a Business Account.

Should these Business Terms be terminated, whether by your actions or those of Funbug, they will remain fully enforceable and effective in their entirety.

Definitions

"Business Account" refers to an account created using Funbug's services for the purpose of engaging in business-related activities, including but not limited to listing, promoting, and managing products or services. This includes all content associated with the account, whether directly uploaded to the platform or sourced from the partner's publicly available materials.

Requirements, Representations and Warranties

Eligibility

Business accounts on Funbug 's Services are available to businesses and organizations that meet Funbug's eligibility criteria. These criteria may include, but are not limited to, providing valid business information, agreeing to these Business Terms, and complying with any additional requirements specified by Funbug.

Authorization and Representation

By creating a Business Account, you represent and warrant that:

- You are authorized to act on behalf of the business or organization associated with or claimed through your Business Account (including any corresponding entity).
- You have the legal authority to bind the business or organization to these Business Terms.
- Your access and use of the Services are strictly as an authorized representative of the business or organization you represent.
- Your business adheres to all relevant regulations and industry standards applicable to your products, services, and operations. You do not endorse, market, sell, or otherwise associate with illicit products or services.

Grant of License

By creating and maintaining a Business Account on Funbug 's Services, you **represent, warrant, and agree** that:

1. All content available on your public website and other publicly accessible marketing materials (including but not limited to text, images, photos, videos, graphics, logos, product descriptions, pricing, service details, contact information, customer testimonials, promotional content, social media posts, and other publicly accessible business-related content) is free from copyright infringement or other legal encumbrances.
2. You have obtained express, written consent from any individuals whose likeness appears in any content to allow such content to be used by your business, and to grant sublicenses of such content where necessary.
3. You grant Funbug a worldwide, perpetual, royalty-free, non-exclusive, irrevocable, transferable, and sublicensable license to display, use, modify, prepare derivative works of, and distribute any and all such content without restriction or limitation. This includes content:
 1. Available on your public website or other publicly accessible platforms at the time of Business Account creation **and at all times in future**.
 2. Uploaded by you or your representatives to Funbug's Services at any time.
 3. Shared or made available in connection with your Business Account.

Use of Services

Business account holders may use the Services for business-related purposes only, which may include promoting products or services, interacting with customers in designated areas, and managing business operations. Business Account holders must comply with all applicable laws and regulations. Additionally:

- You will not use the general site for business purposes. Business activities must be conducted through the designated Business Account.
- You will not create or edit reviews for your own business or any other businesses listed on Funbug's Services, and you will otherwise comply with applicable laws and regulations governing reviews and testimonials.
- You will not, nor will you directly or indirectly authorize or request that any other party, pay for or create incentives of any form for posting reviews, preventing reviews, editing reviews, or removing reviews about your business or other listed businesses. This includes, but is not limited to, offering discounts, gifts, or any other form of compensation in exchange for reviews or review manipulation.
- You will not misrepresent your identity or affiliation with your business, nor with Funbug.

Content and Representations

By creating and maintaining a Business Account, you represent and warrant that:

1. All content associated with your Business Account (including content from your website and marketing materials) is free from infringement of third-party rights, including but not limited to copyrights, trademarks, and rights of publicity or privacy.
2. You are solely responsible for ensuring that all such content complies with these Terms, all applicable laws, and industry standards.
3. In the event of any legal claims or proceedings arising from content associated with your Business Account (whether uploaded by you or sourced from your publicly accessible materials), you agree to indemnify and hold harmless Funbug, its affiliates, and their officers, directors, employees, and

agents from any and all liabilities, losses, damages, costs, or expenses (including reasonable legal fees).

4. You are solely responsible for the content uploaded, posted, maintained, or shared on Funbug's Services associated with your Business Account, including content that Funbug may assist in creating.

Account Management

While Funbug may update or otherwise edit your business information for the purposes of accuracy or completeness (or for other lawful reasons in the interests of Funbug's users), Business Account Holders are ultimately responsible for managing their Accounts, including maintaining accurate and up-to-date business information, ensuring compliance with these Terms and any applicable laws, and safeguarding their Account credentials.

Fees and Payments

Certain features or services offered to Business Account Holders may be subject to fees. Business Account Holders agree to pay all applicable fees and charges in accordance with the terms specified by Funbug. Failure to pay fees may result in suspension or termination of the Business Account.

Display of Ratings and Reviews

You agree that Funbug may display ratings and reviews related to your business, which may be created by Funbug users, or other third parties. You acknowledge that these ratings and reviews may not always be positive in nature. Nonetheless, you understand that such items are intended to educate and inform consumers for research purposes and consent that Funbug may publish them in relation to your business.

You understand that Funbug uses, in accordance with applicable law and regulation, various processes to determine which reviews are displayed more prominently. As such, no individual review is treated equally. There are no guarantees provided regarding the effectiveness of these processes to highlight only genuine or positive reviews, nor to reduce the likely visibility of poor or fraudulent reviews. You understand that any purchase of paid services from Funbug does not influence the processes pertaining to how ratings or reviews are displayed.

Additional Limitations of Liability and Disclaimers

Please review this section very carefully as it complements the disclaimers and limitations of liability outlined above and further limits Funbug's liability to you, and you waive legal rights by agreeing to these Business Terms, including the right to sue or claim damages from Funbug under certain circumstances. By accessing and using our Services, you agree that you have read, understood and agreed to these additional limitations of liability and disclaimers described below.

Funbug operates under the protections provided by the Communications Decency Act (47 U.S.C. § 230) and various anti-SLAPP laws, such as the Delaware anti-SLAPP statute (Title 10, Chapter 81, Subchapter VIII of the Delaware Code). These laws protect Funbug from liability for content posted by users, including user reviews, and protect against legal actions intended to censor or intimidate. Users are discouraged from initiating any legal action against Funbug that conflicts with these protections, as such actions are likely to be dismissed and you may be required to cover Funbug's legal fees or face other penalties.

Dispute Resolution and Choice of Law

This section pertains to any Business Claim brought by you or Funbug. Claims not related to this section are governed by the Dispute Resolution and Choice of Law section in the above Terms of Service.

This provision falls under the Delaware Uniform Arbitration Act. Except for Excluded Business Claims, any dispute, issue, or cause of action related to: (a) these Terms, or their violation; or (b) your access to or use of your Business Account and/or Business Site (each such dispute or claim, a “Business Claim”), will be resolved through final and binding Arbitration by National Arbitration and Mediation (“NAM”), following NAM’s Comprehensive Dispute Resolution Rules and Procedures in effect at the time of filing. You are agreeing that any Business Claim arises from a business transaction and will not be subject to the NAM rules, forms, or fees for consumer transactions. The arbitrator’s decision is final and binding. For inquiries about the arbitration process or to obtain the current Comprehensive Dispute Resolution Rules and Procedures and/or fee schedule, contact NAM’s Commercial Dept. at (800) 358-2550 or visit www.namadr.com. The arbitrator cannot commit legal errors, and the award may be vacated or corrected through judicial review by a competent court under the Delaware Uniform Arbitration Act for such errors.

“Excluded Business Claims” refer to specific types of disputes which include, but are not limited to, those related to intellectual property rights, issues of free speech under U.S. or Delaware law, or any violations of the representations and warranties section in these Terms of Service or Business Account terms.

A single arbitrator will manage Business Claims, decide the Arbitration Agreement’s enforceability, and resolve related disputes. Arbitrations occur in Delaware. Delaware law governs the arbitration. The prevailing party is entitled to reasonable attorneys’ fees. Arbitrator awards can be entered in a competent court.

For Business Claims not under arbitration, including Excluded Business Claims, you agree to the jurisdiction and venue of state and federal courts in Delaware. You agree that you and Funbug will handle Business Claims individually and never as part of a class action or similar action. Unless both parties consent, the arbitrator cannot merge or consolidate claims. If a court finds this section invalid, those Business Claims must be resolved by a court, not an arbitrator.

International Residents

Funbug is registered in Delaware, USA, and operates its business within the United States. International users accessing our Services must ensure compliance with all applicable laws, licenses, and regulations in their respective locations when using our Services. By using our platform, international users acknowledge and agree to adhere to these legal requirements.

Contact Us

For questions about our Terms or other legal documents, please contact us using the contact form at the relevant URL below:

Camperoo: <https://camperoo.com/contact-us>

Funbug Content Guidelines

Welcome to Funbug! Our content guidelines are designed to maintain a positive and respectful environment for all users. By using our Services, you agree to abide by these guidelines. Failure to comply may result in content removal and account suspension or termination. Please review and adhere to the following:

- **Respect and Professionalism:** Ensure that all content is respectful and professional. Do not engage in personal attacks, harassment, hate speech, or discriminatory remarks.
- **Accuracy and Truthfulness:** Provide accurate and truthful information in your content. Avoid misleading statements or false claims.
- **Intellectual Property:** Respect copyright, trademark, and other intellectual property rights. Only upload content that you have the right to use and distribute.
- **Privacy:** Do not share personal or confidential information about others without their consent. Respect individual privacy rights.
- **Prohibited Content:** Do not post content that is illegal, obscene, defamatory, threatening, or infringes on the rights of others. This includes but is not limited to:
 - Pornography or sexually explicit material
 - Violence or graphic content
 - Spam or deceptive content
- **Commercial Use:** Content should not be for commercial purposes unless explicitly allowed through the use of a Business Account. Please avoid excessively promotional language.
- **User Safety:** Do not engage in activities that could harm or exploit others. This includes phishing, malware, or any form of unauthorized access.
- **Compliance:** Adhere to all applicable laws, regulations, and Funbug policies when creating, uploading or sharing content.
- **Monitoring and Enforcement:** Funbug reserves the right, but does not have the obligation, to monitor, review, and remove content that violates these guidelines. Repeat violations will result in account suspension or termination.

Thank you for helping us maintain a safe and positive community. If you have any questions or need clarification on these guidelines, please contact us using the contact form at the relevant URL below:

Camperoo: <https://camperoo.com/contact-us>