

Terms of Service for Buncee LLC ~

Statement of Rights and Responsibilities

This Agreement sets forth the Terms of Service which apply to any individual accessing buncee.com, edu.buncee.com, edu.buncee.com/eduenterpriase, and/or our mobile applications Buncee Bits, Buncee for Edu, and Buncee Pro, all hereinafter referred to as "Buncee". The Statement of Rights and Responsibilities derived from Buncee principles governs Buncee's relationship with Users who interact with Buncee. By using or accessing Buncee, you agree to this statement, the User Agreement and Privacy Policy. If you are using Buncee on behalf of a company, school or district, or other legal entity, you, the company, the school or district, and/or other legal entity, are bound by this agreement. If you do not want to become a User, do not accept the Agreement, do not access, view, download or otherwise use any Buncee webpage, mobile application, information or services. By becoming a User, you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. If you disagree with any of the terms and conditions stated, please stop using buncee.com, edu.buncee.com, edu.buncee.com/eduenterpriase, and any of Buncee's mobile applications.

Privacy

The Privacy Policy of Buncee was designed with important disclosures about how you can use Buncee to share and communicate with others, as well as how Buncee can collect and use your content and information. Please review the Privacy Policy [here](#).

Sharing and Communicating Content and Information

While Buncee owns all the artwork (backgrounds, stickers, messages etc) provided in the tool's built in library, you own all of the content and information that you post on Buncee, and you control how it is shared and used through settings.

You may request its deletion at any time from buncee.com, edu.buncee.com, or edu.buncee.com/eduenterpriase; however, if the information or content has already been shared

with others and they have not deleted it, or it was copied based on your "Copyable" settings or stored by other Users, Buncee cannot guarantee its deletion.

Additionally, you grant Buncee a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable license, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to Buncee, including but not limited to any user generated content, ideas, concepts, techniques or data to the services, you submit to Buncee, without any further consent, notice and/or compensation to you or to any third parties.

Downloading Intellectual Property

<https://www.buncee.com>, <https://www.edu.buncee.com>, [edu.buncee.com/eduenterpriase](https://www.edu.buncee.com/eduenterpriase), and Buncee's mobile applications, Buncee for Edu, Buncee Pro, and Buncee Bits, contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, photos, video, graphics, music, and sound, portions of which are owned by Buncee LLC. The contents, in their entirety, of <https://www.buncee.com>, <https://www.edu.buncee.com>, [edu.buncee.com/eduenterpriase](https://www.edu.buncee.com/eduenterpriase), and Buncee's mobile applications, Buncee for Edu, Buncee Pro, and Buncee Bits, are copyrighted as a collective work/compilation. No Visitor may modify, publish, transmit, or participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Buncee, LLC.

Uploading Intellectual Property

No user shall upload, post or otherwise make available on <https://www.buncee.com>, <https://www.edu.buncee.com>, [edu.buncee.com/eduenterpriase](https://www.edu.buncee.com/eduenterpriase), and Buncee's mobile applications, Buncee for Edu, Buncee Pro, and Buncee Bits, any material protected by copyright, trademark, or other proprietary right, without the express written permission of the owner of the copyright, trademark, or other proprietary right. The burden of determining that any material is not protected by copyright lies with the user, who shall be solely liable for any damage resulting from any infringement of copyright, proprietary right, or any other harm resulting from such a submission. By submitting material to any public area of <https://www.buncee.com>, <https://www.edu.buncee.com>,

[edu.buncee.com/eduenterprise](https://www.buncee.com/eduenterprise), and Buncee's mobile applications, Buncee for Edu, Buncee Pro, and Buncee Bits, user grants or warrants that the owner of any such materials has expressly granted Buncee, LLC the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material, in whole or in part, worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also grants Buncee LLC the right to edit, copy, publish and distribute any material made available by user on <https://www.buncee.com>, <https://www.edu.buncee.com>, [edu.buncee.com/eduenterprise](https://www.buncee.com/eduenterprise), and Buncee's mobile applications, Buncee for Edu, Buncee Pro, and Buncee Bits.

When utilizing Buncee's Universal Search or Web Image Search features on <https://www.buncee.com>, <https://www.edu.buncee.com>, [edu.buncee.com/eduenterprise](https://www.buncee.com/eduenterprise), Web Image Search is powered by Pixabay. Images from Pixabay are released under [Creative Commons CCo](https://creativecommons.org/licenses/by/4.0/). To the extent possible under law, uploaders of Pixabay have waived their copyright and related or neighboring rights to these Images and Videos. You can view Pixabay's Terms of Service [here](https://pixabay.com/terms/).

Payment Terms

Personal Information:

When you purchase an account, we have security measures in place and take reasonable precautions to protect against the loss, misuse and unauthorized access of personal information under our control.

Safe Purchase Policy:

The security of your personal information is a high priority, and we have taken numerous steps to ensure that it is processed confidentially, accurately and securely. The [buncee.com](https://www.buncee.com), [edu.buncee.com](https://www.edu.buncee.com), and [edu.buncee.com/eduenterprise](https://www.buncee.com/eduenterprise) websites use encryption technology, such as Secure Sockets Layer (SSL), to protect your personal information during data transport. SSL encrypts ordering information such as your name, address and credit card number. In addition, [buncee.com](https://www.buncee.com), [edu.buncee.com](https://www.edu.buncee.com), and [edu.buncee.com/eduenterprise](https://www.buncee.com/eduenterprise) serves all of its traffic over HTTPS. With HTTPS in place, all interactions with buncee are undecipherable by an outside observer. HTTPS is the same system that many sensitive websites, such as banks, use to secure their traffic.

All ordering information and payment processing is collected by PayPal for [buncee.com](https://www.buncee.com) accounts, and Stripe for [edu.buncee.com](https://www.edu.buncee.com) accounts. Buncee LLC does not collect, use, store, or

share credit card or bank account information. Although these safeguards are in place and monitored regularly, Buncee LLC cannot ensure or warrant the security of any information you transmit to us by e-mail, and you do so at your own risk.

Please refer to PayPal's Privacy Policy [here](#), PayPal's User Agreement [here](#), PayPal's Legal Agreements [here](#), and Stripe's Privacy Policy [here](#), and Stripe's Terms of Service [here](#).

Payment:

You agree to pay the then-current fee for the account type you have selected. The current fee for the account type you have selected will automatically and immediately be posted to your credit card if that is your chosen method of payment, or charged by PayPal for [buncee.com](#) accounts, or Stripe for [edu.buncee.com](#) accounts to your payment instrument or account. All purchases requests on [edu.buncee.com/eduenterprise](#) can be made via purchase order., and payment can be made by check, or credit card/PayPal payment through PayPal. Fees charged for one account type may not be credited towards other account types. All currency references are in U.S. dollars.

Recurring Billing:

Buncee LLC offers three methods of subscription payment: PayPal for [buncee.com](#) accounts through [here](#) or Stripe for [edu.buncee.com](#) accounts through [here](#), credit card payment, and payment by purchase order / by check (for some of our products only). If you are requesting to pay by check, contact us at info@buncee.com. Your subscription will be activated after payment has been received. Recurring payments established through PayPal or Stripe can be cancelled through your account with PayPal or Stripe, or through [buncee.com](#) for bunceePLUS users, or [edu.buncee.com](#) for bunceeEDU PLUS users.

Month-to-Month:

Payment: Every month we will bill your Paypal Account or Credit Card on [buncee.com](#), and your Stripe Account or Credit Card on [edu.buncee.com](#) the stated monthly fee. Once you have successfully completed the sign-up process and your payment is confirmed, your membership will begin. Your next recurring payment will automatically be deducted monthly after your initial payment.

Renewal: Thereafter, we will renew your monthly subscription every month automatically for accounts created on [buncee.com](#), unless you cancel, and we will renew your monthly

subscription every month for 12 months for accounts created on edu.buncee.com, unless you cancel. Accounts created on edu.buncee.com will require the user to renew the subscription after 12 months. The price is subject to change, but we will always let you know before the price changes.

Annual:

Payment: At sign-up, your Paypal Account or Credit Card will be billed the stated annual fee on buncee.com accounts, and your Stripe Account or Credit Card will be billed the stated annual fee on edu.buncee.com accounts. Once you have successfully completed the sign-up process and your payment is confirmed, your membership will begin. Your next recurring payment will automatically be deducted 12 months after your initial payment for buncee.com accounts, unless you cancel. Accounts created on edu.buncee.com will require the user to renew the subscription every year.

Renewal: The annual subscription price paid is valid for 12 months. Thereafter, we will renew your contract every 365 days automatically for buncee.com accounts, unless you cancel. Accounts created on edu.buncee.com will require the user to renew the subscription every 12 months. The price is subject to change, but we will always let you know before the price changes.

Cancellation of Subscription:

Payment for monthly and annual subscriptions is non-refundable. If you cancel your account, your cancellation will take effect immediately, but you will be able to use buncee until the end of your paid subscription term. At the end of your paid subscription, if your account was a bunceePLUS account, your account will revert to a bunceeFREE account and will be subject to the restrictions of a bunceeFREE account. If your account was a bunceeEDU PLUS account or a bunceeEDU Schools account, your account will NOT revert to a bunceeEDU FREE account, and you will no longer be able to access your own bunces, your Sub-Accounts, or their buncee creations - until the time that you decide to renew your paid bunceeEDU PLUS subscription or bunceeEDU Schools subscription. To cancel your bunceeEDU Schools subscription, the school or district administrator can click 'delete application' from their Clever dashboard. Once the [edu.buncee](https://edu.buncee.com) application is deleted, all administrators, teachers, and students will be unable to access their buncee accounts and/or buncee creations.. Buncee, LLC has no obligation to make your content available to you after cancellation. However, at any point during your

subscription, you can backup your data on your computer using our Download as a .jpg or PDF features where provided. If you cancel your account before the end of the term for which you paid, you will not be given any refund.

Deactivation of Paid Account:

Payment for monthly and annual subscriptions is non-refundable. If you deactivate your account, your deactivation will be effective immediately, regardless of subscription term. You will not be given any refund even if you deactivate your account before the end of the term for which you paid. In deactivating your account, you also deactivate your selected payment and will not be charged for the next subscription term. If you have deactivated your account in error, or wish to reactivate your account, simply login, and click the "Reactivate" button on the Reactivate Account Page. If you reactivate your account before the end of your paid subscription term, you will not be charged for the remainder of that term.

Termination:

If your payment is invalid for any reason your paid buncreePLUS account will revert to a buncreeFREE account and will be subject to the limitations of a buncreeFREE account. Your paid buncreeEDU PLUS account or your paid buncreeEDU Schools account will NOT revert to buncreeEDU FREE account and will be put on hold until the payment has cleared; however, in any such cases buncree reserves the right to cancel your account entirely. Buncree, LLC further reserves the right to cancel, or revert to a buncreeFREE account status, the account of any user who attempts to fraudulently obtain buncreeEDU pricing.

User Options

Buncree offers a number of ways to publicly or privately share your creations with others. You can choose to subscribe as a buncreeFREE or buncreePLUS user on buncree.com, or a buncreeEDU FREE or buncreeEDU PLUS user on edu.buncree.com. Schools and districts can subscribe to buncreeEDU Schools (powered by [Clever](#)) on edu.buncree.com/eduenterprise.

buncree.com Accounts

buncreeFREE Users:

After creating a buncree, you have the option to make your creation public or private. A public buncree will be posted on the Latest Creations page and the corresponding Category page, and all of the content you create including all of the information within your buncrees will be available to anyone who has access to the internet. You have the option to email a public buncree, post it to your favorite social media networks, share its public URL through any means, or embed it on other websites or blogs. Public buncrees can be viewed by other buncree users, will appear in the searchable buncree database, and will be available for others to access, view, and share online or via .jpgs using buncree's Download functionality. You grant each buncree user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content. A private buncree will not be posted to buncree's Latest Creations page or any of the Category pages, cannot be posted to any social media networks from the buncree website, and cannot be shared via a public URL or embed code. When a buncree is made private, you can email your buncree to specified recipients via buncree's email functionality, share it via a private link, and save your buncree as a .jpg using buncree's Download functionality.

After creating a buncree, you also have the option to make your buncree "Copyable". By turning on this setting, you give other premium buncree subscribers (i.e. buncreePLUS or buncreeEDU PLUS subscribers) complete permission to make a duplicate copy of your buncree under his or her own profile, edit this buncree copy along with its contents and information, and / or alter its Post Settings including Category, Privacy, Comments and Copyable. Premium buncree subscribers will not be able to alter or edit your original buncree creation; they will only be able to alter or edit the duplicated copy of your buncree.

Your public buncrees set as Copyable can be duplicated by any premium buncree subscriber. Your private buncrees set as Copyable can only be duplicated by premium buncree subscribers whom have received a copy of your buncree via email. Note that as a buncreeFREE user you can set your buncrees as Copyable and authorized for others to duplicate, but you yourself do not have the ability to copy your own buncrees or the buncrees of other users; this is solely a feature for paid subscribers. You can turn off and on the Copyable setting at any time, but any copies that were created during the time which it was set as Copyable cannot be revoked, unless provided herein.

Please Note: Children who are under 13 years of age can subscribe to buncreeFREE accounts with verifiable parental consent. Please read our Privacy Policy to learn more about The Children's Online Privacy Protection Act of 1998 ("COPPA"), its rules, and our practices for collecting, using and disclosing personal information from children under the age of 13.

bunceePLUS Users:

After creating a buncee, you have the option to make your creation public or private. A public buncee will be posted on the Latest Creations page and the corresponding Category page, and all of the content you create including all of the information within your bunces will be available to anyone who has access to the internet. You have the option to email a public buncee, post it to your favorite social media networks, share its public URL through any means, save it as a .jpg or PDF via buncee's Download functionality, or embed it on other websites or blogs. Public bunces can be viewed by other buncee users, will appear in the searchable buncee database, and will be available for others to access, view, and share online and using buncee's Download functionality. You grant each buncee user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content. A private buncee will not be posted to buncee's Latest Creations page or any of the Category pages, cannot be posted to any social media networks from the buncee website, and cannot be shared via a public URL or embed code. When a buncee is made private, you can email your buncee to specified recipients via buncee's email functionality, share it via a private link, and save your buncee as a .jpg or a PDF using buncee's Download functionality.

After creating a buncee, you also have the option to make your buncee "Copyable". By turning on this setting, you give other premium buncee subscribers (i.e. bunceePLUS or bunceeEDU PLUS subscribers) complete permission to make a duplicate copy of your buncee under his or her own profile, edit this buncee copy along with its contents and information, and / or alter its Post Settings including Category, Privacy, Comments and Copyable. Premium buncee subscribers will not be able to alter or edit your original buncee creation; they will only be able to alter or edit the duplicated copy of your buncee.

Your public bunces set as Copyable can be duplicated by any premium buncee subscriber. Your private bunces set as Copyable can only be duplicated by you - the bunceePLUS creator of the buncee - or any premium buncee subscribers whom have received a copy of your buncee via email. You can turn off and on the Copyable setting at any time, but any copies that were created during the time which it was set as Copyable cannot be revoked, unless provided herein.

Please Note: BunceePLUS accounts on buncee.com are intended only for those who are at least 13 years old., and Buncee has no intention of collecting personal data from those under 13 years of age with respect to such accounts.

edu.buncee.com accounts

bunceeEDU FREE Users:

Educators and students can subscribe to a bunceeEDU FREE account. After creating a buncee, you have the option to make your creation public or private. A public buncee will be posted on the corresponding Category page and all of the content you create in these public bunces - including all of the information within them - will be available to anyone who has access to the internet. You have the option to email a public buncee, post it to your favorite social media networks, share its public URL through any means, save it as a .jpg via buncee's Download functionality, or embed it on other websites or blogs. Public bunces can be viewed by other bunceeEDU Users, will appear in the searchable bunceeEDU database, and will be available for others to access, view, and share online or via .jpgs using buncee's Download functionality. You grant each bunceeEDU user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content. A private buncee will not be posted to buncee's Category pages, cannot be posted to any social media networks from the edu.buncee.com website, and cannot be shared via a public URL or embed code. When a buncee is made private, you can email your buncee to specified recipients via buncee's email functionality, share via a private link, and save your buncee as a .jpg using buncee's Download functionality.

After creating a buncee, you also have the option to make your buncee "Copyable". By turning on this setting, you give other premium buncee subscribers (i.e. bunceePLUS or bunceeEDU PLUS subscribers) complete permission to make a duplicate copy of your buncee under his or her own profile, edit this buncee copy along with its contents and information, and / or alter its Post Settings including Education Level, Category, Privacy, Comments and Copyable. Premium buncee subscribers will not be able to alter or edit your original buncee creation; they will only be able to alter or edit the duplicated copy of your buncee.

Your public bunces set as Copyable can be duplicated by any premium buncee subscriber. Your private bunces set as Copyable can only be duplicated by premium buncee subscribers

whom have received a copy of your buncree via email. You can turn off and on the Copyable setting at any time, but any copies that were created during the time which it was set as Copyable cannot be revoked, unless provided herein.

Please Note: Students who are under 13 years of age can subscribe to buncreeEDU FREE student accounts with verifiable parental consent. BuncreeEDU FREE teacher accounts are intended only for those who are at least 13 years old, and Buncree has no intention of collecting personal data from those under 13 years of age with respect to such accounts. Please read our Privacy Policy to learn more about The Children's Online Privacy Protection Act of 1998 ("COPPA"), its rules, and our practices for collecting, using and disclosing personal information from children under the age of 13.

buncreeEDU PLUS Users:

An educator creates a buncreeEDU PLUS account and then creates sub-accounts on behalf of his/her students; and the buncrees created by these sub-account holders are private by default. By subscribing to buncreeEDU PLUS, an educator represents and warrants that he/she is either a teacher or school administrator, or otherwise authorized by a school or district to sign up on behalf of students, or that he/she is the parent or guardian of such student(s). When a teacher registers a student/child, he/she is creating a virtual classroom, and will do so without needing the contact information of that student/child. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use buncree as part of your curriculum. Before sharing, publishing, or allowing a student to share information such as personal photos, videos, or audio of the class, individuals, or groups of students, you represent and warrant that you have parental consent to use his/her child's images/voice. By agreeing to our Terms and Privacy Policy, you, your school and/or district are responsible for the compliance to our Terms and Privacy Policy by you and your student sub-accounts, and for monitoring all content of your virtual classroom. This includes but is not limited to the following:

- Users are responsible for maintaining the confidentiality of any account information including passwords. You agree to notify buncree immediately of any unauthorized use of your account or password, or any other security breach.
- Users must not harass, threaten, impersonate, bully, or intimidate anyone.
- Users must not upload, post, email, transmit, publicly perform, or otherwise make available any content that is unlawful, harmful, threatening, abusive, bullying, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another person's privacy, hateful, or racially, ethically, or otherwise objectionable.

- Users must not upload, post, email, transmit, publicly perform, or otherwise make available any content that violates the copyright, trademark, publicity, privacy, or other rights of third parties.

Student sub-accounts are created by the teacher, and do not require contact information of that student/child. We will not knowingly use or distribute personal data from students. All buncées created under the student sub-account are private by default, and are only be visible to the teacher. The teacher has the ability to make student submissions public with each assignment, which allows students to share their buncées via email or embed. All buncées created under the student sub-accounts do not have the option to share their buncées via social media networks, and their creations will not be posted on the Latest Creations page or any Category pages.

All buncées created by the teacher (bunceEdu PLUS account holder) have the option to be made private or public. A private buncée will be visible to the teacher's students when submitted as an assignment. A private buncée will not be posted on any of the Category pages or the Educational Resources page, cannot be posted to any social media networks from the edu.bunceEdu.com website, and cannot be shared via a public URL or embed code. When a buncée is made private, you can email your buncée to specified recipients via buncee's email functionality, share the private link, and save your buncée as a .jpg or a PDF using buncee's Download functionality.

BunceEdu PLUS account holders do have the ability to make their own educator buncées public. A public buncée will be posted on the corresponding Category page, can be posted on the Educational Resources page, and all of the content created including all of the information within your public buncées will be available to anyone who has access to the internet. You have the option to email a public buncée, post it to your favorite social media networks, share its public URL through any means, save it as a .jpg or PDF using buncee's Download Functionality or embed it on other websites or blogs. Public buncées can be viewed by other bunceeEdu FREE and bunceeEdu PLUS users, will appear in the searchable bunceeEdu database, and will be available for others to access, view, and share online. You grant each bunceeEdu FREE and bunceeEdu PLUS user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content.

All buncées created by the educator (bunceEdu PLUS account holder) can be set as "Copyable". A Copyable buncée gives other premium buncee subscribers (bunceEdu PLUS or

bunceePLUS subscribers) complete permission to copy such bunces into his or her own profile, edit this buncee copy along with its contents and information, and / or alter its Post Settings including Education Level, Category, Privacy, Comments and Copyable. Premium buncee subscribers will not be able to alter or edit the educator's original buncee creation; they will only be able to alter or edit the duplicated copy of the educator's buncee.

The educator's public bunces set as Copyable can be duplicated by any premium buncee subscriber, or by their student sub-accounts. This educator's private bunces set as Copyable can only be copied by the educator himself / herself, any recipients receiving the buncee via buncee's email functionality, or by the student sub-accounts if submitted by the educator as an assignment. The Copyable setting can be turned off or on at any time, but any copies that were created during the time which it was set as Copyable cannot be revoked, unless provided herein.

Student sub-accounts created under the educator bunceeEDU PLUS only have the ability to copy their teacher's assignment when the teacher makes the assignment copyable. They do not have the ability to copy any other teacher or student bunces. Furthermore, any bunces created by the student sub-accounts cannot be set as Copyable. However, any bunces created by the student sub-accounts can be copied by their main teacher account through assignment submission or email.

Please Note: Only educators are allowed to subscribe to a bunceeEDU PLUS account, which is intended only for those who are at least 13 years old, and Buncee has no intention of collecting personal data from those under 13 years of age with respect to such accounts.

bunceeEDU Schools Users:

A school or district administrator enables the edu.buncee application through [Clever](#). Teacher and student accounts are created using the SIS sync powered by [Clever](#). The school or district administrator controls all creation and sharing options for the district, school(s), user type(s), and/or user(s). By subscribing to bunceeEDU Schools, an administrator represents and warrants that he/she is authorized by a school or district to sign up on behalf of students. When an administrator registers a school or district, they will be issued a URL that is unique to that school or district. You, the administrator, represents and warrants that you have permission and authorization from the school and/or district to use buncee as part of your curriculum. Before sharing, publishing, or allowing a student to share information such as personal photos, videos, or audio of the class, individuals, or groups of students, you represent and warrant that you have parental consent to use his/her child's images/voice. By

agreeing to our Terms and Privacy Policy, you, your school and/or district are responsible for the compliance to our Terms and Privacy Policy by you, the teachers, and the students, and for monitoring all content of your school or district. This includes but is not limited to the following:

- Users are responsible for maintaining the confidentiality of any account information including passwords. You agree to notify bunccee immediately of any unauthorized use of your account or password, or any other security breach.
- Users must not harass, threaten, impersonate, bully, or intimidate anyone.
- Users must not upload, post, email, transmit, publicly perform, or otherwise make available any content that is unlawful, harmful, threatening, abusive, bullying, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another person's privacy, hateful, or racially, ethically, or otherwise objectionable.
- Users must not upload, post, email, transmit, publicly perform, or otherwise make available any content that violates the copyright, trademark, publicity, privacy, or other rights of third parties.

buncceeEDU has chosen Clever as a data integration partner. Teacher and student accounts are setup via Clever using Secure Sync. Clever will sync class rosters with Clever-enabled applications. Clever's [Terms of Service](#) and [Privacy Policy](#) can be viewed here.

We will not knowingly use or distribute personal data from students. All bunccees created under the student accounts are private by default, and can be shared via assignment submission, email, and/or embed. A district or school administrator can disable or enable any form of public sharing at their discretion. By default, all bunccees created under the student sub-accounts do not have the option to share their bunccees via social media networks, and their creations will not be posted on a Latest Creations page or any Category pages.

All bunccees created by the teacher have the option to be made private or public. A private bunccee will be visible to the teacher's students when submitted as an assignment. A private bunccee will not be posted on any Category pages or Educational Resources page, cannot be posted to any social media networks from the edu.bunccee.com website, and cannot be shared via a public URL or embed code. When a bunccee is made private, you can email your bunccee to specified recipients via bunccee's email functionality, share the private link, and save your bunccee as a .jpg or a PDF using bunccee's Download functionality.

Teacher accounts do have the ability to make their own educator bunccees public. A district or school administrator can disable any form of public sharing at their discretion. A public bunccee can be posted on an Educational Resources page, and all of the content created including all of the information within your public bunccees will be available to anyone who has access to the internet. By default, you have the option to email a public bunccee, post it to your favorite social media networks, share its public URL

through any means, save it as a .jpg or PDF using buncree's Download Functionality or embed it on other websites or blogs. Public buncrees may be able to be viewed by other buncreeEDU users and may be available for others to access, view, and share online. You grant each buncreeEDU user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content.

All buncrees created by the educator can be set as "Copyable". A Copyable buncree gives other premium buncree subscribers complete permission to copy such buncrees into his or her own profile, edit this buncree copy along with it's contents and information, and / or alter it's Post Settings including Education Level, Category, Privacy, Comments and Copyable. Premium buncree subscribers will not be able to alter or edit the educator's original buncree creation; they will only be able to alter or edit the duplicated copy of the educator's buncree.

The educator's public buncrees set as Copyable can be duplicated by any premium buncree subscriber, or by their student accounts. This educator's private buncrees set as Copyable can only be copied by the educator himself / herself, any recipients receiving the buncree via buncree's email functionality, or by the student accounts if submitted by the educator as an assignment. The Copyable setting can be turned off or on at any time, but any copies that were created during the time which it was set as Copyable cannot be revoked, unless provided herein.

Student accounts created under the educator only have the ability to copy their teacher's assignment when the teacher makes the assignment copyable. They do not have the ability to copy any other teacher or student buncrees. Furthermore, any buncrees created by the student sub-accounts cannot be set as Copyable. However, any buncrees created by the student sub-accounts can be copied by their main teacher account through assignment submission or email.

Please Note: Only district or school administrators are allowed to subscribe to a buncreeEDU Schools account, which is intended only for those who are at least 13 years old, and Buncree has no intention of collecting personal data from those under 13 years of age with respect to such accounts.

Safety

Buncree uses their best efforts to be safe and sound, but this cannot be guaranteed. You commit to Buncree that you will not abuse or misuse Buncree services specifically, you represent you will not participate, including but not limited to uploading, posting, emailing, inmailing, or transmitting the following:

- ☐ Unauthorized commercial communications;

- Access of Buncee through automated means without consent of Buncee;
- Engage in unlawful practices;
- Upload viruses or other malicious content;
- Access an account of another;
- Intimidate, discriminate, or harass any user or recipient of communications via [Buncee.com](https://www.buncee.com) or its mobile applications;
- Post hateful, threatening or pornographic content;
- Create a Buncee containing alcohol-related mature content without appropriate age based restrictions;
- Create a Buncee containing drug-related mature content;
- Offer any promotion on Buncee without prior written consent;
- Use or access Buncee if you are less than thirteen years of age;
- Use the Buncee site services or tools if you are not able to form a legally binding contract;
- Harvest or otherwise collect information about users including email addresses, without their consent;
- Adapt, modify or create derivative works based on Buncee or technology underlying the Services, or other User's content, in whole or part, except as permitted under Buncee's developer program;
- Use manual or automated software, devices, scripts, robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;
- Attempt to or actually override any security component included in or underlying Buncee;
- Remove any copyright, trademark or other proprietary rights notices contained in or on Buncee, including those of both Buncee and any of its licensors; Use or attempt to use another's account without authorization from the Company, or create a false identity on Buncee;
- Falsely state, impersonate or otherwise misrepresent your identity;
- Add to a content field content that is not intended for such field;
- Include information that you do not have the right to disclose or make available under any law or under any contractual or fiduciary relationships;
- Infringe upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services;
- Take any action that violates the law or violates or infringes someone else's rights, including posting sensitive information on Buncee;
- Tag users without their consent.
- You agree to the following sign in criteria:
- Keep your password secure and confidential;
- Do not permit others to use your account;

- Refrain from using other Users' accounts;
- Refrain from selling, trading, or otherwise transferring your Buncee account to another party; and
- Refrain from charging anyone for access to any portion of Buncee, or any information therein.

Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please use the deactivate function found on your user profile page.

Release

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all claims, charges, and investigations, caused by:

- (a) Your failure to comply with this Section as well as this entire Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws;
- (b) Any content you submit to the Services;
- (c) Any activity in which you engage on or through Buncee.

If you have a dispute with one or more users, you indemnify us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in any way connected with, such disputes. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of, or relating to, this Agreement or Buncee exclusively in a state or federal court located in Suffolk County, New York. New York State Law will govern you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Suffolk County, New York for the purpose of litigating all such claims.

If anyone brings a claim against us related to your actions, content or information on Buncee, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

Notifications

For purposes of service messages and notices about the Services to you, notice shall consist of an email from Buncee to an email address associated with your account, even if we have other contact information. You also agree that Buncee may communicate with you through your Buncee account or through other means including email, mobile number, telephone, or delivery services including the US Postal Service about your Buncee account or services associated with Buncee. You acknowledge and agree that we shall have no liability associated with or arising

from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

Protecting Rights

You authorize Buncee to remove any content or information you post on Buncee if Buncee believes in its sole discretion that it violates this User Agreement.

Mobile Application

Buncee may offer the Services through mobile applications created by it or third party developers ("Platform Developers"). If you use the Services through a mobile device, you agree that all information about your use of the Services through your mobile device and carrier may be communicated to us. By accessing the Services using a mobile device, you represent that to the extent you import any of your Buncee data to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must, before you use Buncee, update your Buncee account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You are responsible for all charges.

Export Control Laws

Using Buncee is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving US origin products, including services or software.

Provisions Applying to Developers or Operations of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you: You are responsible for your application and its content and all uses you make of the Platform. Your access to and use of data you receive from Buncee will be by Separate Written Agreement between you and Buncee.

User Rights

If Buncee considers that you have abided by all your obligations, express or implied, under this User Agreement, Buncee grants to you a limited, revocable, nonexclusive, nonassignable,

nonsublicenseable right to access, through a generally available web browser or mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of Buncee), view information and use the Services that we provide. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in Buncee and all related items.

Additional Buncee Rights and Obligations

Buncee allows you to access Buncee as it may exist and be available on any given day and has no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue in our sole discretion effective upon the posting on our site or by direct communication to you.

Buncee may include links to third party web sites. You are responsible for the consequences of access or use of a Third Party Site or Platform Application.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration, and any other information you provide, if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of Buncee, our Users or the public.

You are solely responsible for your interactions with other Users. Buncee may limit the number of Buncees you may share with other Users; or prohibit you from contacting other Users through use of the Services. Buncee reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if Buncee determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

Changes to these Terms of Service

We reserve the right to modify this statement of terms at any time, so please review it. You agree to accept notice of the change by posting here on Buncee or by your use of Buncee.

Termination

Buncee reserves the right to terminate services to your account if Buncee believes you violated this Agreement or otherwise created a risk or a possible legal exposure to Buncee, Buncee Users, or recipients. You may terminate this Agreement, for any or no reason, at any time, with notice to Buncee. This notice will be effective upon Buncee processing your notice. Buncee may terminate the Agreement for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately, or as may be specified in the notice. Upon the termination of your Buncee account, you lose access to the Services, and Buncee may block access to the Services from an IP address or range of IP addresses associated with those of terminated Users.

New York Law

Any disputes, claims or litigation regarding Buncee shall be governed by New York State Law regardless of your country of origin or where you access Buncee, and notwithstanding of any conflicts of law principles.

Severability

This statement makes up the entire agreement between the parties regarding Buncee, and supersedes any prior agreements. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of this Statement, it will not be considered a waiver. All of our rights and obligations under this statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Nothing in this Agreement shall prevent us from complying with the law.