

# 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 [edu.buncee.com](http://edu.buncee.com) and/or our mobile application [Buncee - A Creative Presentation Tool](#), 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 [edu.buncee.com](http://edu.buncee.com) and any of Buncee's mobile applications.

## 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 [edu.buncee.com](http://edu.buncee.com). 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.

By submitting Buncees created to any public area of [edu.buncee.com](http://edu.buncee.com), and Buncee's mobile application [Buncee - A Creative Presentation Tool](#), a user grants or warrants that the

owner of any such material 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, distribute, 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

[edu.buncee.com](http://edu.buncee.com) and Buncee's mobile application [Buncee - A Creative Presentation Tool](#), 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 created by Buncee, in their entirety, of [.edu.buncee.com](http://edu.buncee.com) and Buncee's mobile application [Buncee - A Creative Presentation Tool](#), 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 [.edu.buncee.com](http://edu.buncee.com), and Buncee's mobile application [Buncee - A Creative Presentation Tool](#), 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.

When utilizing Buncee's Universal Search or Web Image Search features on [.edu.buncee.com](https://edu.buncee.com) and [Buncee - A Creative Presentation Tool](#), Web Image Search is powered by Pixabay, while 360 Image Search is powered by Flickr. Images from Pixabay and Flickr are released under [Creative Commons CCo](#). To the extent possible under law, uploaders of Pixabay and Flickr have waived their copyright and related or neighboring rights to these Images. You can view Pixabay's Terms of Service [here](#). You can view Flickr's Terms of Service [here](#).

## 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 [edu.buncee.com](https://edu.buncee.com) website uses 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, [edu.buncee.com](https://edu.buncee.com) 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 Stripe for [edu.buncee.com](https://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 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 Stripe for Buncee Premium and Buncee Classroom accounts to your payment instrument or account. All purchase requests for Buncee Schools & Districts can be made via purchase order., and payment can be made by check. 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 two methods of subscription payment: Credit card payment through Stripe for Buncee Premium and Buncee Classroom accounts, as well as payment by purchase order / by check. If you are requesting to pay by check, contact us at [info@buncee.com](mailto:info@buncee.com). Your subscription will be activated after payment has been received. Recurring payments established through Stripe can be cancelled through your account with Stripe, or through your account on [edu.buncee.com](http://edu.buncee.com).

## Month-to-Month:

Payment: Every month we will bill your Credit Card via Stripe the stated monthly fee for your [edu.buncee.com](http://edu.buncee.com) account. 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 for 12 months for accounts created on [edu.buncee.com](http://edu.buncee.com), unless you cancel. The price is subject to change, but we will always let you know before the price changes.

## Annual:

Payment: At sign-up, we will bill your Credit Card via Stripe the stated annual fee for your [edu.buncee.com](http://edu.buncee.com) account. 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 annually after your initial payment.

Renewal: Thereafter, we will renew your annual subscription every 12 months for accounts created on [edu.buncee.com](http://edu.buncee.com), unless you cancel. 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 Buncee Premium or Buncee Classroom account, your account will revert to a Buncee Free account and will be subject to the restrictions of a Buncee Free account. If your account was a Buncee Classroom or Buncee Schools & Districts account, you will no longer be able to access your Sub-Accounts, or their Buncee creations - until the time that you decide to renew your paid Buncee Classroom or Buncee Schools & Districts subscription. To cancel your Buncee Schools & Districts subscription, the school or district administrator can contact Buncee at [info@buncee.com](mailto:info@buncee.com). Once the Buncee Schools & Districts subscription is cancelled, 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 current paid subscription term.

## Termination:

If your payment is invalid for any reason your paid Buncee Premium or Buncee Classroom account will revert to a Buncee Free account and will be subject to the limitations of a Buncee Free account. Your paid Buncee Schools & Districts account will NOT revert to Buncee Free account and will be put on hold until the payment has cleared; however, in any such cases Buncee reserves the right to cancel your account entirely. Buncee, LLC further reserves the right to cancel the account of any user who attempts to fraudulently manipulate pricing.

## User Options

Buncee offers a number of ways to publicly or privately share your creations with others. You can choose to subscribe as a Buncee Free, Buncee Premium, Buncee Classroom, or Buncee Schools & Districts user on [edu.buncee.com](http://edu.buncee.com), or our mobile application, Buncee - A Creative Presentation Tool.

## Buncee Free Users:

After creating a Buncee, you have the option to make your creation public or private. A public Buncee may be posted on the Staff Picks page, or corresponding Category page, and all of the content you create including all of the information within your Buncees 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, or embed it on other websites or blogs. Public Buncees 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 or via .jpgs 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 Staff Picks page, or corresponding Category page, 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 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 Buncee Premium subscribers complete permission to make a duplicate copy of your Buncee under his or her own profile, edit this Buncee copy along with it's contents and information, and / or alter it's Post Settings including 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. You also give other premium Buncee Premium subscribers complete permission to "Clip & Stitch" your Buncee. This means that any slide or multiple slides within the Copyable Buncee can be copied and used by other Buncee Premium subscribers. Buncee subscribers will not be able to alter or edit your original Buncee slide(s); they will only be able to alter or edit the Clipped & Stitched copy of your Buncee slide(s).

Your public Buncees set as Copyable can be duplicated by any Buncee Premium subscriber. Your private Buncees set as Copyable can only be duplicated by any Buncee Premium subscribers whom have received a copy of your Buncee via email. Buncees that are set as Copyable can also be used under our Clip & Stitch feature. Buncees set as Copyable can be Clipped & Stitched by any Buncee Premium subscriber. Your private Buncees set as Copyable can only be Clipped & Stitched by any Buncee Premium 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 that Buncee Free users are limited to 5 Buncee creations, and do not have access to the Classroom student/teacher dashboards, assignment and grading functionality, premium media functionality such as record video and record audio, ability to save as a JPEG or PDF, and all Schools & Districts functionality.

Please view our [Pricing Page](#) to see what each account type offers!

**Please Note:** Children who are under 13 years of age can subscribe to Buncee Free 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.

## Buncee Premium Users:

After creating a Buncee, you have the option to make your creation public or private. A public Buncee may be posted on the Staff Picks page, or corresponding Category page, and all of the content you create including all of the information within your Buncees 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, or embed it on other websites or blogs. Public Buncees 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 or via .jpgs 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 Staff Picks page, or corresponding Category page, 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 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 Buncee Premium subscribers complete permission to make a duplicate copy of your Buncee under his or her own profile, edit this Buncee copy along with it's contents and information, and / or alter it's Post Settings including 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. You also give other premium Buncee Premium subscribers complete permission to "Clip & Stitch" your Buncee. This means that any slide or multiple slides within the Copyable Buncee can be copied and used by other Buncee Premium subscribers. Buncee

subscribers will not be able to alter or edit your original Buncee slide(s); they will only be able to alter or edit the Clipped & Stitched copy of your Buncee slide(s).

Your public Buncees set as Copyable can be duplicated by any Buncee Premium subscriber. Your private Buncees set as Copyable can only be duplicated by any Buncee Premium subscribers whom have received a copy of your Buncee via email. Buncees that are set as Copyable can also be used under our Clip & Stitch feature. Buncees set as Copyable can be Clipped & Stitched by any Buncee Premium subscriber. Your private Buncees set as Copyable can only be Clipped & Stitched by any Buncee Premium 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 that Buncee Premium users do not have access to the Classroom student/teacher dashboards, assignment and grading functionality, and all Schools & Districts functionality.

Please view our [Pricing Page](#) to see what each account type offers!

**Please Note:** Children who are under 13 years of age can subscribe to Buncee Free 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.

## Buncee Classroom Users:

An educator creates a Buncee Classroom account and then invites/creates sub-accounts on behalf of his/her students; and the Buncees created by these sub-account holders are private by default. By subscribing to Buncee Classroom, 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 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 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 Buncee 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, ethnically, 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 invited/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 Buncees created under the student sub-account are private by default, and corresponding Buncees can be shared directly to their teacher's Buncee dashboard, via email, link, or embed, as well as within the school's Google Classroom account.. All Buncees created under the student sub-accounts do not have the option to share their Buncees via social media networks, and their creations will not be posted on the Staff Picks page or Gallery page.

All Buncees created by the teacher (Buncee Classroom account holder) have the option to be made private or public. A private Buncee (Share with Only Me) will be visible to the teacher's students when submitted as an assignment to the students' dashboards. A private Buncee will not be posted on the Staff Picks page or the Gallery page, cannot be posted to any social media networks from the [edu.buncee.com](https://edu.buncee.com) website, and cannot be shared via a public URL or embed code. When a Buncee is made private, you can post a Buncee

assignment to your students' Buncee dashboards, email your Buncee to specified recipients via Buncee's email functionality, share the private link, and save your Buncee as a .jpg or a PDF using Buncee's Download functionality.

Buncee Classroom account holders do have the ability to make their own educator Buncees public. They can choose to share publicly with anyone having a Buncee Classroom account, OR with anyone who has been given the link. A public Buncee may be posted on the Staff Picks page and/or the Gallery page, and all of the content created including all of the information within your public Buncees 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 including your school's Google Classroom account, 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 Buncees can be viewed by other Buncee Classroom users, and may be available for others to access, view, and share online. You grant each Buncee Classroom user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content.

All Buncees created by the educator (Buncee Classroom account holder) can be set as "Copyable". A Copyable Buncee gives other Buncee Classroom subscribers complete permission to copy such Buncees into his or her own profile, edit this Buncee copy along with its contents and information, and / or alter its Post Settings including Privacy, Comments and Copyable. Buncee Classroom 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. You also give other Buncee Classroom subscribers complete permission to "Clip & Stitch" your Buncee. This means that any slide or multiple slides within the Copyable Buncee can be copied and used by other Buncee Classroom subscribers. Buncee subscribers will not be able to alter or edit your original Buncee slide(s); they will only be able to alter or edit the Clipped & Stitched copy of your Buncee slide(s).

The educator's public Buncees set as Copyable can be duplicated by any Buncee Classroom subscriber, or by their student sub-accounts. The educator's private Buncees set as Copyable can only be copied by the educator himself / herself, any Buncee Classroom recipients receiving the Buncee via Buncee's email functionality, or by the student

sub-accounts if submitted by the educator as an assignment. Buncees that are set as Copyable can also be used under our Clip & Stitch feature. Buncees set as Copyable can be Clipped & Stitched by any Buncee Classroom subscriber. Your private Buncees set as Copyable can only be Clipped & Stitched by you - the Buncee Classroom creator of the Buncee - by the student sub-accounts if submitted by the educator as an assignment, or any Buncee Classroom subscribers whom have received a copy of your Buncee via Buncee's email functionality. 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.

Student sub-accounts created under the Buncee Classroom educator have the ability to copy or clip & stitch Buncees created and made copyable under Buncee Classroom. Any Buncees created by the student sub-accounts can be copied or clipped & stitched by their teacher account(s).

Please note that Buncee Classroom users do not have access to Schools & Districts functionality, which includes roster synchronization, custom private media library, custom URL, administrative dashboard with control of district-wide privacy settings, and the ability to manage all users and creation and sharing permissions.

Please view our [Pricing Page](#) to see what each account type offers!

**Please Note:** Only educators are allowed to subscribe themselves and their classrooms to a Buncee Classroom account. Buncee 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.

## Buncee Schools & Districts Users:

A school or district administrator syncs with the Buncee Schools & Districts application through [Google Classroom](#) or via manual CSV upload. Teacher and student accounts are created by syncing Google Classroom roster data with Buncee, or via manual CSV upload of roster data. 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 Buncee Schools & Districts, 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 Buncee 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, ethnically, 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.

Buncee LLC has chosen Google Classroom as a data integration partner. Teacher and student accounts are setup by syncing Google Classroom roster data with Buncee, or via manual CSV upload. Google Classroom's [Terms of Service](#) and [Privacy Policy](#) can be viewed here.

We will not knowingly use or distribute personal data from students. All Buncees created under the student accounts are private by default, and can be shared via assignment submission, email, Google Classroom, and/or embed. A district or school administrator can disable or enable any form of public sharing at their discretion. By default, all Buncees created under the student sub-accounts do not have the option to share their Buncees via

social media networks, and their creations will not be posted on a Staff Picks page or Gallery page.

All Buncees created by the teacher have the option to be made private (shared with Only Me) or public (shared with anyone within the domain OR shared with anyone who has been given the link). A private Buncee will be visible to the teacher's students when submitted as an assignment. A private Buncee will not be posted on any Staff Picks page or Gallery page, 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 the private link, and save your Buncee as a .jpg or a PDF using Buncee's Download functionality.

Teacher accounts do have the ability to make their own educator Buncees public. A district or school administrator can disable any form of public sharing at their discretion. A public Buncee can be posted on a Staff Picks page and/or Gallery page, and all of the content created including all of the information within your public Buncees will be available to anyone who has access to the internet. By default, you have the option to email a public Buncee, post it to your favorite social media networks including your school's Google Classroom account, 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 Buncees may be able to be viewed by other Buncee Schools & Districts users and may be available for others to access, view, and share online. You grant each Buncee Schools & Districts user and the public a personal, non-exclusive license to access, view, distribute and publicly display your public content.

All Buncees created by the educator can be set as "Copyable". A Copyable Buncee gives other Buncee Schools & Districts users within the school or district, complete permission to copy such Buncees into his or her own profile, edit this Buncee copy along with its contents and information, and / or alter its Post Settings including Privacy, Comments and Copyable. Buncee Schools & Districts subscribers within the school or district 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. Buncees that are set as Copyable can also be used under our Clip & Stitch feature. Buncees set as Copyable can be Clipped & Stitched by other Buncee Schools & Districts subscribers within the school or district. Your private

Buncees set as Copyable can only be Clipped & Stitched by you - the creator of the Buncee - by the student sub-accounts if submitted by the educator as an assignment, or any Buncee Schools & Districts subscribers within the school or district 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.

Student sub-accounts created under the Buncee Schools & Districts educator have the ability to copy or clip & stitch Buncees within the school or district domain. Any Buncees created by the student sub-accounts can be copied or clipped & stitched by their teacher account(s).

Please view our [Pricing Page](#) to see what each account type offers!

*Please Note:* Only district or school administrators are allowed to subscribe to a Buncee Schools & Districts account. Buncee 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.

## Buncee - A Creative Presentation Tool (iOS App)

Users can login to our mobile application, [Buncee - A Creative Presentation Tool](#) using their existing Buncee Free, Buncee Premium, Buncee Classroom, or Buncee Schools & Districts login credentials. Users can only create a Buncee Free account through our mobile application, [Buncee - A Creative Presentation Tool](#). A Buncee Premium account, Buncee Classroom account, or a Buncee Schools & Districts account must be created on the web, but users can then access the [Buncee - A Creative Presentation Tool](#) app using those credentials. You must access your Buncee creation on our web version, on [edu.buncee.com](http://edu.buncee.com)

in order to change any of your Buncee settings such as public/private, commenting on/off, copyable on/off, as well as to make a Buncee an assignment. As such, any Buncee created in a Buncee Schools & Districts account will reflect the creation permissions established by the school/district. Any Buncee created on the mobile application will be stored in your account located on our cloud-based website [edu.buncee.com](https://edu.buncee.com). In addition, an account created on the mobile application can only be upgraded to a Buncee Premium account, Buncee Classroom account or Buncee Schools & Districts account by visiting the website at [edu.buncee.com](https://edu.buncee.com) and clicking to upgrade.

Please view our [Pricing Page](#) to see what each account type offers!

In using the app on a mobile device, sharing functionality is dependent on the applications installed on each individual device, and is therefore tied to the iOS device being used by the teacher or student. We recommend that devices utilized in the classroom have applications installed which offer teachers and students appropriate methods to share their Buncee creations.

*Please Note:* Students who are under 13 years of age can subscribe individually to [Buncee - A Creative Presentation Tool](#) with verifiable parental consent. Buncee has no intention of collecting personal data from those under 13 years of age with respect to such accounts. Student subaccounts which are subscribed to [edu.buncee.com](https://edu.buncee.com) under a Buncee Classroom Teacher account, or a Buncee Schools & Districts account, can access the mobile application, Buncee - A Creative Presentation Tool using the login credentials provided by their teacher or school. 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.

## Safety

Buncee uses their best efforts to be safe and sound, but this cannot be guaranteed. You commit to Buncee that you will not abuse or misuse Buncee 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 [edu.buncee.com](http://edu.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 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. Additionally, Buncee may, in its sole discretion, alert educators, authorities and/or other parties with respect to any content or information posted on Buncee that Buncee believes in its sole discretion violates this Agreement or otherwise creates a risk or a possible legal exposure to Buncee, Buncee Users or recipients.

## 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.