



Basecamp Invoice

Invoice #: 2623016-21

Bill To:

Date Issued: 20 September 2021

Broken Arrow Public Schools

Account URL: 2623016

Janet Brown (jlbrown@baschools.org)

Next Billing Date: 19 October 2021

Product:

Basecamp 3 Annual Enterprise \$3,000 Yearly

Additional Notes:

Payment must be made via a credit debit card inside the Basecamp account by an Account Owner. Basecamp.com is the sole source for purchasing Basecamp 3.

Questions about this invoice?
Visit <https://basecamp.com/support>.



Terms of Service

Last updated: December 4, 2020

From everyone at Basecamp, thank you for using our products! We build them to help you do your best work. There are millions of people using Basecamp products every day. Because we don't know every one of our customers personally, we have to put in place some Terms of Service to help keep the ship afloat.

When we say "Company", "we", "our", or "us" in this document, we are referring to Basecamp, LLC. We spun off Highrise HQ, LLC in the past, but it has since rejoined Basecamp, LLC.

When we say "Services", we mean any product created and maintained by Basecamp, LLC. That includes Basecamp (all versions), HEY, Highrise, Campfire, Backpack, Ta-da List, and Writeboard, whether delivered within a web browser, desktop application, mobile application, or another format.

When we say "You" or "your", we are referring to the people or organizations that own an account with one or more of our Services. We have specific ownership policies for our products: [Basecamp 3](#), [Basecamp 2](#), [Basecamp Classic](#), [HEY for Work](#), [Highrise](#), [Campfire](#) and [Backpack](#).

We may update these Terms of Service in the future. You can track all changes made since mid-2018 [on GitHub](#). Typically these changes have been to clarify some of these terms by linking to an expanded related policy. Whenever we make a significant change to our policies, we will also announce them on our [company blog](#).

When you use our Services, now or in the future, you are agreeing to the latest Terms of Service. That's true for any of our existing and future products and all features that we add to our Services over time. There may be times where we do not exercise or enforce any right or provision of the Terms of Service; in doing so, we are not waiving that right or provision. **These terms do contain a limitation of our liability.**

If you violate any of the terms, we may terminate your account. That's a broad statement and it means you need to place a lot of trust in us. We do our best to deserve that trust by being open about [who we are](#), [how we work](#), and keeping an open door to [your feedback](#).

Account Terms

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. We recommend users set up [two-factor authentication](#) for added security. In some of our Services, we may require it.
2. You may not use the Services for any purpose outlined in our [Use Restrictions policy](#).
3. You are responsible for all content posted and activity that occurs under your account. That includes content posted by others who

either: (a) have access to your login credentials; or (b) have their own logins under your account.

4. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

Payment, Refunds, and Plan Changes

1. If you are using a free version of one of our Services, it is really free: we do not ask you for your credit card and — just like for customers who pay for our Services — we do not sell your data.
2. For paid Services that offer a free trial, we explain the length of trial when you sign up. After the trial period, you need to pay in advance to keep using the Service. If you do not pay, we will freeze your account and it will be inaccessible until you make payment. If your account has been frozen for a while, we will queue it up for auto-cancellation. See our [Cancellation policy](#) for more details.
3. If you are upgrading from a free plan to a paid plan, we will charge your card immediately and your billing cycle starts on the day of upgrade. For other upgrades or downgrades in plan level, the new rate starts from the next billing cycle.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. See our [Taxes policy](#) for more details. Otherwise, you are responsible for payment of all taxes, levies, or duties.
5. We process refunds according to our [Fair Refund policy](#).

Cancellation and Termination

1. You are solely responsible for properly canceling your account. Within each of our Services, we provide a simple no-questions-asked cancellation link. You can find instructions for how to cancel your account in our [Cancellation policy](#). An email or phone request to cancel your account is not automatically considered cancellation. If you need help cancelling your account, you can always [contact our Support team](#).
2. All of your content will be inaccessible from the Services immediately upon account cancellation. Within 30 days, all content will be permanently deleted from active systems and logs. Within 60 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted. If you want to export any data before your account is cancelled, we've provided instructions for [HEY](#), [Basecamp 3](#), [Basecamp 2](#), [Basecamp Classic](#), [Highrise](#), [Campfire](#), and [Backpack](#).
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. We do not automatically prorate unused time in the last billing cycle. See our [Fair Refund policy](#) for more details.
4. We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. We have this clause because statistically speaking, out of the hundreds of thousands of accounts on our Services, there is at least one doing something

nefarious. There are some things we staunchly stand against and this clause is how we exercise that stance. For more details, see our [Use Restrictions policy](#).

5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of Company employee or officer will result in immediate account termination.

Modifications to the Service and Prices

1. We make a promise to our customers to support our Services [until the end of the Internet](#). That means when it comes to security, privacy, and customer support, we will continue to maintain any legacy Services. Sometimes it becomes technically impossible to continue a feature or we redesign a part of our Services because we think it could be better or we decide to close new signups of a product. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.
2. Sometimes we change the pricing structure for our products. When we do that, we tend to exempt existing customers from those changes. However, we may choose to change the prices for existing customers. If we do so, we will give at least 30 days notice and will notify you via the email address on record. We may also post a notice about changes on our websites or the affected Services themselves.

Uptime, Security, and Privacy

1. Your use of the Services is at your sole risk. We provide these Services on an “as is” and “as available” basis. We do not offer service-level agreements for most of our Services — here’s [the](#)

one exception — but do take uptime of our applications seriously. Visit <https://www.basecampstatus.com/> to see the status of our Services.

2. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
3. We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted. Please refer to our [Security Overview](#) for full details and our [Security Response page](#) for how to report a security incident or threat.
4. When you use our Services, you entrust us with your data. We take that trust to heart. You agree that Basecamp may process your data as described in our [Privacy Policy](#) and for no other purpose. We as humans can access your data for the following reasons:
 - **To help you with support requests you make.** We'll ask for express consent before accessing your account.
 - **On the rare occasions when an error occurs that stops an automated process partway through.** We get automated alerts when such errors occur. When we can fix the issue and restart automated processing without looking at any personal data, we do. In rare cases, we have to look at a minimum amount of personal data to fix the issue. In these rare cases, we aim to fix the root cause as much as possible to avoid the errors from reoccurring.

- **To safeguard Basecamp.** We'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an [abuse report investigation](#).
 - **To the extent required by applicable law.** As a US company with all data infrastructure located in the US, we only preserve or share customer data if compelled by a US government authority with a legally binding order or proper request under the Stored Communications Act. If a non-US authority approaches Basecamp for assistance, our default stance is to refuse unless the order has been approved by the US government, which compels us to comply through procedures outlined in an established mutual legal assistance treaty or agreement mechanism. If Basecamp is audited by a tax authority, we only share the bare minimum billing information needed to complete the audit.
5. We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. You can see a list of all subprocessors who handle personal data for [Basecamp](#), [HEY](#), [Highrise](#), [Campfire](#), and [Backpack](#).
6. Under the California Consumer Privacy Act ("CCPA"), Basecamp is a "service provider", not a "business" or "third party", with respect to your use of the Services. That means we process any data you share with us only for the purpose you signed up for and as described in these Terms of Service, [Privacy policy](#), and [other policies](#). We do not retain, use, disclose, or sell any of that information for any other commercial purposes unless we have your explicit permission. And on the flip-side, you agree to comply with your requirements under the CCPA and not use Basecamp's Services in a way that violates the regulations.

7. These Service Terms incorporate the [Basecamp Data Processing Addendum \(“DPA”\)](#), when the General Data Protection regulation (“GDPR”) applies to your use of Basecamp Services to process Customer Data as defined in the DPA. The DPA is effective as of October 5, 2020 and replaces and supersedes any previously agreed data processing addendum between you and Basecamp, LLC relating to the GDPR. If you prefer to have an executed copy of the Data Processing Addendum, you may [sign a copy online](#). Regardless of whether you execute or not, we protect and secure your data to the high standards set out in the addendum.

Copyright and Content Ownership

1. All content posted on the Services must comply with U.S. copyright law. We provide details on [how to file a copyright infringement claim](#).
2. We claim no intellectual property rights over the material you provide to the Services. All materials uploaded remain yours.
3. We do not pre-screen content, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.
4. The names, look, and feel of the Services are copyright© to the Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company. You must request permission to use the Company’s logo or any Service logos for promotional purposes. Please [email us](#) requests to use logos. We reserve the right to rescind this permission if you violate these Terms of Service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the

- Services without the express written permission by the Company.
6. You must not modify another website so as to falsely imply that it is associated with the Services or the Company.

Features and Bugs

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before shipping them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

Services Adaptations and API Terms

We offer Application Program Interfaces ("API"s) for some of our Services (currently Basecamp, Highrise, Campfire, and Backpack). Any use of the API, including through a third-party product that accesses the Services, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that we are not liable for any damages or losses resulting from your use of the API or third-party products that access data via the API.
2. Third parties may not access and employ the API if the functionality is part of an application that remotely records,

monitors, or reports a Service user's activity *other than time tracking*, both inside and outside the applications. The Company, in its sole discretion, will determine if an integration service violates this bylaw. A third party that has built and deployed an integration for the purpose of remote user surveillance will be required to remove that integration.

3. Abuse or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your account's access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. If we need to suspend your account's access, we will attempt to warn the account owner first. If your API usage could or has caused downtime, we may cut off access without prior notice.

Some third-party providers have created integrations between our Services and theirs. You can find some of those integrations for Basecamp at <https://basecamp.com/extras> and for Highrise at <https://highrisehq.com/extras/>. We are not liable or accountable for any of these third-party integrations.

Liability

We mention liability throughout these Terms but to put it all in one section:

You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of

procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to this Terms of Service or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.

In other words: choosing to use our Services does mean you are making a bet on us. If the bet does not work out, that's on you, not us. We do our darnedest to be as safe a bet as possible through careful management of the business; investments in security, infrastructure, and talent; and in general giving a damn. If you choose to use our Services, thank you for betting on us.

If you have a question about any of the Terms of Service, please contact our Support team.



A fair refund policy.

Bad refund policies are infuriating. You feel like the company is just trying to rip you off. We never want our customers to feel that way, so our refund policy is simple: If you're ever unhappy with our products* for any reason, just contact [our support team](#) and we'll take care of you.

Examples of full refunds we'd grant.

- If you were just charged for your next month of service but you meant to cancel, we're happy to refund that extra charge.
- If you forgot to cancel your account a couple months ago and you haven't used it since then, we'll give you a full refund for a few back months. No problem.
- If you tried one of our products for a couple months and you just weren't happy with it, you can have your money back.

Examples of partial refunds or credits we'd grant.

- If you forgot to cancel your account a year ago, and there's been activity on your account since then, we'll review your account usage and figure out a partial refund based on how many months you used it.
- If you upgraded your account a few months ago to a higher plan and kept using it in general but you didn't end up using the extra features, projects, or storage space, we'd consider applying a prorated credit towards future months.
- If we had extended downtime (multiple hours in a day, or multiple days in a month) or you emailed customer service and it took multiple days to get back to you, we'd issue a partial credit to your account.

Get in touch

At the end of the day, nearly everything on the edges comes down to a case-by-case basis. Send us a note, tell us what's up, and we'll work with you to make sure you're happy.

**This policy applies to any product created and owned by Basecamp, LLC. That includes Basecamp (any version), HEY, Highrise, Campfire, Backpack, Writeboard, and Ta-da List. There are some nuances with HEY because its subscriptions are on an annual basis only.*



Cancellation policy

Last updated: September 3, 2021

We want satisfied customers, not hostages. That's why we make it easy for you to cancel your account directly in all of our apps — no phone calls required, no questions asked.

Account owners can follow these instructions to cancel in-app:

- **HEY:** if you've paid for HEY, navigate to "Account & Billing" from the Me menu (top-right corner of the app) and select "Cancel your subscription". You can continue using your account until your paid period expires and your account is automatically canceled, or you can close it earlier after your subscription is stopped, from the "Account & Billing" section, selecting "Close your account now". If you haven't paid for HEY, you can directly close your account from the "Account & Billing" section.
- [Basecamp 3](#)
- [Basecamp 2](#): billing liaisons may also cancel Basecamp 2 accounts
- [Basecamp Classic](#)
- [Highrise](#)
- [Backpack](#)

- [Campfire](#)
- [37Suite](#)
- [Ta-da List](#)
- Writeboard: standalone writeboards can be deleted by clicking “Delete writeboard” below the document’s contents.

Our legal responsibility is to account owners, which means we cannot cancel an account at the request of anyone else. If for whatever reason you no longer know who the account owner is, [contact us](#). We will gladly reach out to any current account owners at the email addresses we have on file.

What happens when you cancel?

In the case of non-HEY accounts, or unpaid HEY accounts, you won’t be able to access your account once you cancel, so make sure you download everything you want to keep beforehand. If you have a paid HEY account, you can cancel your subscription and keep using your account until your paid period expires. Then the account will be automatically cancelled and will become inaccessible. You can also choose to cancel your account earlier.

We’ll permanently delete your account data 30 days after cancellation from our servers and logs, and within 60 days from our backups. Retrieving data for a single account from a backup isn’t possible, so if you change your mind you’ll need to do it within the first 30 days after cancellation. **Data can’t be recovered once it has been permanently deleted.**

We won’t bill you again once you cancel. We don’t automatically prorate any unused time you may have left but if you haven’t

used your account in months or just started a new billing cycle, [contact us](#) for a [fair refund](#). We'll treat you right.

Basecamp-initiated cancellations

We may cancel accounts if they have been inactive for an extended period:

- For trial accounts:
 - For HEY: 60 days after a trial has expired without being upgraded
 - For other services: 30 days after a trial has expired without being upgraded
- For frozen accounts: 180 days after being frozen due to billing failures
- For free accounts: after 365 days of inactivity

We also retain the right to suspend or terminate accounts for any reason at any time, as outlined in our [Terms of Service](#). In practice, this generally means we will cancel your account without notice if we have evidence that you are using our products to engage in [abusive behavior](#).