

## Terms of Use

**Last Updated:** July 20, 2026

This website is operated by No Barriers USA, a Colorado nonprofit corporation doing business as “No Barriers” (“**No Barriers**”, “**us**”, “**our**”, or “**we**”). These Terms of Use (the “**Terms**”) govern our website (<https://nobarriersusa.org/>) (the “**Website**”) and products, services, platforms, and features offered thereon, including but not limited to the online platform named “**Basecamp**” (collectively and together with the Website and Basecamp, the “**Services**”).

By accessing and using the Services, you, the end user (“**you**” or “**User**”), agree to the following Terms (including our accompanying [Privacy Policy](#)), which apply to any electronic content, functionality, features, and applications provided through the Services (collectively, “**Materials**”) and all use of the Services. Please read these Terms and our [Privacy Policy](#) carefully before you start to use the Services. By using the Services, you acknowledge that you have read, understood, and agree to be bound and abide by our Terms (including the Privacy Policy), and represent that you are of legal age to form a binding contract with us. If you decline or violate the Terms, you may not access or use the Services.

We may in our sole discretion modify, alter or otherwise update our Terms at any time, and by using the Services after the posting of a modification, you accept the modification. Please check back from time to time to ensure you are aware of any updates or changes.

### Description of the Services

The Services enables you to do the following:

- You may contact us to receive additional information
- You may create an account in order to access Basecamp
- You may donate to No Barriers
- You may purchase merchandise through our Website
- You may apply to volunteer with No Barriers
- You may apply to a job with No Barriers
- You may request information and/or apply to programs offered by No Barriers

Basecamp enables Users to connect with each other, build communities, and network. Basecamp, which is provided through the [Hivebrite](#) platform, comprises a suite of online services provided by No Barriers, allowing the User to:

- Connect with people from the No Barriers groups through:
  - **Live feed:** Allows Users to have access to a newsfeed aggregating contents posted via the application and to comment on posts.
  - **Recommend:** Allows Users to suggest someone to be invited by the admin.
  - **Mentoring:** Allows Users to declare themselves mentors in specific domains so they can be contacted by users wishing to be mentored.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
  - **Directory:** Provides the contact details of other Users.
  - **Private messages:** Allows Users to have conversations using private messages.
  - **Projects:** Allows Users to create a project.
  - **Groups:** Users can be part of groups with all the features of the application.
  - **Event organization:** Allows Users to create events.

- Ensure the safety and integrity of the Community Website using the embedded reporting tool
- Participate in fundraising events organized by No Barriers
- Share job offers or apply to job offers published in Basecamp
- Stay up to date with news and activities related to No Barriers via:
  - **Email campaign:** the User can receive emails campaigns from No Barriers
  - **Notification:** Users that have agreed can receive notifications sent by No Barriers
  - **Media center:** Users can upload files that are stored in the Community Website

## Accessing the Services and Account Security

You must create an account in order to access Basecamp. Basecamp is available through the Website or as a mobile application that can be downloaded through the Apple App Store and Google Play Store. The User is solely responsible for ensuring it has the hardware, internet access, and appropriate configuration necessary to access Basecamp and any related costs.

We reserve the right to withdraw or amend the Website, and any Services (including Basecamp) we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts of the Services or the entire Website.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access Basecamp and some of the resources offered through the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to us is correct, current, and complete. You agree that all information you provide to register with the Services, including, but not limited to, through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. With Basecamp, if a User sees any inappropriate content, such User must use the “Report as offensive” feature found under each post. If inappropriate content is reported (including any content that violates our User Content Standards below), No Barriers reserves the right to withdraw the reported content and/or suspend or terminate the User account of the User having originally published the reported content in the conditions as permitted herein.

## Basecamp Subscription

**IMPORTANT: AUTOMATIC RENEWAL DISCLOSURE:** Any Subscription (defined below) will automatically renew at the end of each Subscription term for successive terms of the same duration at the then-current Subscription rate, unless you cancel before the renewal date. You may cancel at any time through your account settings online or by contacting us at [info@nobarriersusa.org](mailto:info@nobarriersusa.org). Cancellation will be effective at the end of your then-current paid Subscription term. By subscribing, you acknowledge and agree to these automatic renewal terms.

### Subscription Plans and Scope

- **Plans:** We offer an annual subscription (a “**Subscription**”). Plan features, limits, and pricing are shown at checkout or on our pricing page.
- **License:** Subject to these Terms and full payment of fees, No Barriers grants you a limited, non-exclusive, non-transferable, revocable license to access and use Basecamp for your internal purposes when you have an active Subscription.
- **Account Access:** Access is limited to you (and authorized users, if your plan allows). Account sharing beyond plan scope is not permitted.

### Fees and Billing

- **Fees:** You agree to pay all subscription fees shown at checkout. Prices are in the currency displayed and **exclude taxes** unless stated otherwise.
- **Billing:** By subscribing, you authorize us (and our payment processor) to charge your payment method immediately and on each renewal until you cancel. **By completing your purchase, you affirmatively consent to the automatic renewal terms described above and authorize recurring charges to your payment method.**
- **Promotions/Trials:** If you’re on a free trial or promotional period, you will be charged the then-current subscription rate for the plan you selected when the trial ends unless you cancel before the trial period expires. **The specific price that will apply after your trial and the date your trial ends will be disclosed at enrollment and in your confirmation email.** Trial length and eligibility may vary.
- **Chargebacks:** You agree not to make unjustified chargebacks. We may suspend or terminate access for chargebacks we reasonably believe are improper or fraudulent.

### Auto-Renewal & Cancellation

- **Auto-Renewal:** Your subscription will automatically renew at the end of each Term for successive Terms of the same duration, unless you cancel before the renewal date. Renewal will be at the then-current subscription rate. We will send you a reminder notice before each renewal with the applicable renewal date and price.
- **How to Cancel:** You may cancel at any time through any of the following methods: (1) online through your account settings at [basecamp.nobarriersusa.org](https://basecamp.nobarriersusa.org); (2) by emailing us at [info@nobarriersusa.org](mailto:info@nobarriersusa.org); or (3) by calling us at (970) 484-3633. If you subscribed online, you may cancel online. We will process your cancellation request promptly and provide confirmation of cancellation.
- **Effective Date of Cancellation:** Cancellation prevents the next renewal charge; you retain access through the end of your current paid Subscription.
- **Non-Refundable:** All fees are non-refundable, including for partial terms, downgrades, unused time, or any prepayments, except where a refund is required by law.
- **Confirmation and Acknowledgment:** After you subscribe, we will send you a confirmation email that includes: (1) the automatic renewal terms; (2) the cancellation policy; (3) information on how

to cancel; and (4) contact information for questions. Please retain this confirmation for your records.

### Changes to Pricing or Plans

We may modify pricing, plans, or features prospectively. For auto-renewing subscriptions, we will notify you of any price increase at least 30 days before your next renewal date (by email or in-product notice). The new pricing will take effect upon your next renewal unless you cancel before that date. If you do not cancel, your continued subscription after receiving notice constitutes acceptance of the new pricing.

### **Our Materials**

You assume full responsibility for using the information offered by the Services, and you understand and agree that we are not responsible or liable for any claim, loss, or damage resulting from its use. While we try to keep the information on the Services as accurate as possible, we disclaim any warranty concerning its accuracy, timeliness, and completeness, and any other warranty, express or implied, including warranties of merchantability or fitness for a particular purpose. The resources, education, and support information found on our Services are strictly for general information purposes only. We also does not warrant that access to the Services will be error- or virus-free, or accessible at all times. We may terminate your access to the Services in our sole discretion, at any time, and without prior notice. We may also remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

### **Restrictions on Use**

You agree not to:

- create derivative works based upon the Services or any part thereof;
- disable any licensing or control features of the Services;
- introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users;
- remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials;
- sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others;
- use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations;
- otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services;
- post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, harming, impersonating or intimidating people or entities;
- create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any junk mail, spam or any other similar solicitation; or
- access or use the Services by means of any automated program, expert system, electronic agent or bot except for search engine optimizations;
- engage in any attempted or actual unauthorized access to any portion of the Services; or

- scraping, copying, republishing, licensing, or selling the data or information on the Services for commercial purposes.

## User Content

You may be allowed to post, submit, publish, display, or transmit to other users or other persons, or otherwise provide (hereinafter, “**Post**”), content, videos, materials, or other data (collectively, “**User Content**”) on, to, or through the Services (including, but not limited to, through Basecamp. All User Content must comply with the Content Standards set out in these Terms of Use.

We do not claim ownership of User Content; *provided, however*, that when you (as a user) Post or otherwise make available User Content on the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including moral rights) and license to use, sublicense, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue from, and communicate to the public, perform and display User Content, and all portions thereof, and to incorporate it in other works in any form, media or technology now known or later developed, for the full term of all worldwide intellectual property rights that may exist in User Content. Any User Content you Post through the Services will be considered non-confidential and non-proprietary, and you hereby grant the Company a perpetual, nonexclusive, worldwide, irrevocable, royalty-free, assignable and sublicensable license to reproduce, perform, display, modify and otherwise use the User Content you Post for any lawful purpose.

## User Content Standards

These content standards apply to any and all User Content. User Content must comply with all applicable federal, state, local, and international laws and regulations. Please do not create and use multiple accounts for the purpose of disrupting the community or to disturb another user. Without limiting the foregoing, User Content must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable against other individuals or other organizations;
- promote sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe copyright, or other intellectual property or other rights of any other person, or otherwise contain any content, materials, data, or other information that is not lawfully provided to us;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may conflict with these Terms and our Privacy Policy;
- be likely to deceive any person;
- advocate, promote, or assist any unlawful activity;
- be likely to upset, embarrass, alarm, or annoy any other person;
- impersonate any person or misrepresent your identity or affiliation with any person or organization; or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

You understand and agree that all User Content is the sole responsibility of the person who Posted the User Content. You acknowledge that we have no obligation to pre-screen User Content, but we reserve the right, in our sole discretion, to pre-screen, refuse, or remove any User Content. By accepting these Terms, you hereby provide your irrevocable consent to such monitoring, and you acknowledge and agree that you have

no expectation of privacy concerning the transmission of User Content. In the event that we pre-screen, refuse or remove any User Content, you acknowledge that we will do so for our benefit and not yours. Without limiting the foregoing, we shall have the right to remove any User Content that violates these Terms or is otherwise objectionable.

## **Privacy**

Personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.

## **Our Intellectual Property Rights**

We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Services for lawful purposes in accordance with our Terms. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided above, none of the Materials may be copied, distributed, displayed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, used to create a derivative work, or transmitted in any form or by any means without prior written permission from us or the third party owner. Materials on our Services are protected by copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. Trademarks and service marks that may be referred to in the Services belong to us or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission.

Any reproduction of artwork or photographs appearing on the pages of the website is prohibited without prior written consent from an authorized representative. All content on the website provided by third parties is subject to any applicable terms and conditions provided by that third party, and you agree to be bound by those terms and conditions.

## **Trademarks**

The name “No Barriers”, the No Barriers logo, the slogan “What’s within you is stronger than what’s in your way”, and all related names, logos, product and service names, designs, and slogans are trademarks of No Barriers or its affiliates or licensors. You must not use such marks without the prior written permission of No Barriers. All other names, logos, product and service names, designs, and slogans on this Website and used within the Services are the trademarks of their respective owners.

## **Reporting Claims of Infringement or Other Violations Regarding the Services**

We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms. You can report any suspected incidents of infringement or other violations to us via the contact information provided at the end of these Terms.

## **Links in the Services or to our Services**

The Services may contain links to third party sites. Access to any other website or service referenced in the Services is at the user’s own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on other sites. We provide these links merely as a

convenience and the inclusion of such links does not imply an endorsement, recommendation or approval. The content, accuracy, opinions expressed and other links provided by linked sites are not investigated, verified, monitored or endorsed by us. If you decide to visit, or transact business at any linked site, you do so at your own risk and it is your responsibility to take all protective measures. The third party sites are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

You may link to our Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking); or take any action with respect to the Services that is inconsistent with these Terms. We may disable any social media features and any links at any time without notice in our sole discretion.

### **Disclaimer of Warranties; Limitation of Liability**

YOUR USE OF THE SERVICES AND MATERIALS ARE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND MATERIALS ARE PROVIDED “AS IS” WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR MATERIALS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL WE OR BY EXTENSION OUR OWNERS, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

The provisions in these Terms are intended to be only as broad and inclusive as is permitted by applicable law. We reserve all rights, defenses, and permissible limitations under applicable law.

### **Indemnification**

You agree that you will be responsible for any damages resulting from your violation of these Terms. You further agree to indemnify and hold us, and by extension our owners, affiliates, officers, directors, agents, employees, contractors, or service providers, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party to or arising out of: (i) your breach of these Terms; (ii) your violation

of any law or the rights of any third party in connection with your use of the Services or our social media sites; or (iii) information that you provided to us through the Services.

### **Governing Law**

All matters relating to the Services and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Use of the Services Outside the United States**

Our Services are owned and operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

### **Entire Agreement; Severability**

You acknowledge that you have read and understood and agree to be bound by these Terms. You further agree that these Terms (including the other posted policies herewith) constitute the complete and exclusive statement of the agreement between you and us, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms. If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services. Notwithstanding the foregoing, we may have negotiated and executed written agreements with specific individuals or organizations with respect to specific matters addressed therein, and nothing in these Terms is intended to supersede any such agreements.

### **Contacting Us**

All feedback, comments, requests for technical support and other communications relating to the Services should be directed to [info@nobarriersusa.org](mailto:info@nobarriersusa.org). You may write to us at: No Barriers USA, 301 Boardwalk Dr. #270637, Fort Collins, CO 80527 USA.