

# PRIVACY POLICY and TERMS AND CONDITIONS

Last Updated March, 2023

Thank you for visiting Social Stack Pro! This privacy policy (the "**Privacy Policy**") explains how Social Stack Pro, Inc. ("**Social Stack Pro**", "**we**," or "**us**") collects, uses, shares, and protects information of the users of Social Stack Pro's websites and mobile or other software applications where this Privacy Policy is posted (collectively, the "**Site**"). This Privacy Policy is designed to fulfill our legal obligations in the places where we operate—including, without limitation and where applicable, the California Consumer Privacy Act (CCPA), the General Data Protection Regulation (GDPR), and Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).

By using the Services, you acknowledge you have read and understand the terms of this Privacy Policy and our separate Terms and Conditions. If you do not agree with our practices, do not use or access the Services. Capitalized terms that are not defined in this Privacy Policy have the meaning ascribed to them in the Terms and Conditions.

Please note that this Privacy Policy only applies to the Site, and not to websites, applications, operating systems, or other platforms of third parties (collectively, "**Third-Party Platforms**"), even if such Third-Party Platforms are linked to or accessible from the Site. Each Third-Party Platform will have its own data collection and usage practices, and may use their own cookies, web beacons, and other technology to collect information from you. We are not responsible for the content or practices of any Third-Party Platforms and, if you choose to visit or use them, you do so at your own risk.

## 1. Who controls your information?

Any information or other data provided to or gathered is controlled by:

Social Stack Pro, Inc.  
14101 Panama City Beach Pkwy  
Panama City Beach, FL 32413  
United States  
[contact@socialstackpro.com](mailto:contact@socialstackpro.com)

## 2. Information We Collect and How We Collect It

"**Information**," as used in this Privacy Policy, means personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular user or household. Examples include your name, mailing address, email address, or IP address.

Social Stack Pro collects and/or has collected the following categories of information about you, and other users of the Site:

### **Information You Provide to Us.**

We collect information from you when you voluntarily provide it to us through the Site and Services including:

- Account Information. If you create an Account, you will be required to provide a username and password. You may also be asked to provide additional information like your full name, email address, and profile picture.

- Content You Submit. We collect information from you that you voluntarily submit when using the Services for example, your posts and comments (your “**Content**”). Your Content may include text, links, images, videos, and other personal information that you choose to share, whether with us or publicly (as discussed more fully below).
- Transactional Information. When you purchase the Services, you will be asked to provide a third-party payment processor (e.g. PayPal or Stripe) with certain information for payment to be processed. For example, you may be asked to provide your address, email address, bank account information, credit or debit card information, and/or any other relevant financial information. Our third-party payment processors may transfer this information to us if, for example, we need to verify your purchase, but we will not store or maintain your transactional information.
- Content You Make Public. We collect information from you that you voluntarily upload when using the Services for public display (“**Public Information**”), such as when you use the Services to post to your Social Media Accounts. Once you post Public Information, neither you nor Social Stack Pro are able to control how it may be used by third parties, even if you and/or we later delete such Public Information. Accordingly, you should carefully consider what personal information you choose to post publicly.
- Other Information. You may choose to provide other information directly to us, such as when you fill out a form for a contest or promotion run on the Site, or when you request assistance through our customer support, or otherwise communicate with us.

### **Information We Collect Automatically**

When you access our Site or use our Services, we may automatically collect information about you, including:

- Device/Internet Connection Information. When you use the Site, we automatically gather information made available by your web browser (such as Microsoft Edge or Google Chrome), internet service provider (such as Comcast or Cox), and device (such as your computer, phone, tablet, or fitness tracker), depending on your settings for each. For example, we may collect your IP address, information about the operating system or type of device you use, the device ID associated with your device, the date and time you access the Site, and your log in attempts.
- Internet Activity Information. We may collect information about your browsing history, search history, and information regarding your interaction with a particular website, application, or advertisement, including the Site.
- Geolocation Information. We may collect information about where you are located, both generally and at the time you access the Site. For example, we may collect your mailing address or ascertain your approximate location from your IP address.
- Cookies. We may receive information from Cookies and similar technologies. For more information about how we use Cookies and how you can disable them, please review Section 3.
- Protected Class Information. Due to the specific nature of Company’s services, you may be asked to provide information about your race, ethnicity, nationality, gender, age, marital or family status, sexual orientation, citizenship, immigration status, or religion.
- Education and Employment Information. We may collect information about your educational background, employment, employment history, or salary.
- Inference Information. Company may also create new information about you by drawing inferences from the information identified in the categories listed above, such as to create a profile about you reflecting your preferences, characteristics, psychological

trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

**Information from Third Party Sources.** We may acquire information from third party sources to update or supplement the information that you provide or that we collect automatically or when you connect with us through a third party (including through social networks) based on your registration and privacy settings on those third party sites.

**Third Party Analytics and Advertisements.** We may also use third party advertisements, analytics, and tracking tools to better understand who is using the Site or Services, how people are using the Site or Services, and how to improve the effectiveness of the Site and Services. These third parties may use technologies such as Cookies, web beacons, pixel tags, or other technologies to collect and store non-personal information. They may also combine information they collect from your interaction with the Site or Services with information they collect from other sources. We do not have access to, or control over, these third parties' use of Cookies or other tracking technologies.

### **3. Cookies**

“Cookies” are files that are placed on your computer or other device by websites you visit. The primary purpose of a Cookie is to identify you as a unique user of the websites you visit. Social Stack Pro uses Cookies and web beacon technology to gather device and internet connection information, internet activity information, and geolocation information. We use the following types of Cookies, some of which are placed by third parties, to customize your experience on the Site and Services:

<b>Type of Cookie</b>	<b>Purpose of Cookie</b>
Necessary	Necessary Cookies are essential for the Site and Services to display and perform properly, without them the Services cannot be provided. We use Necessary Cookies to identify you, keep you logged-in, prevent security risks, and to allow you to perform account-related functions.
Preference	Preference Cookies are used to store preferences set by you about how you like to use the Services and provide you with a more personalized experience. Preferences Cookies improve your experience using the Website.
Analytics and Performance	Analytics and Performance Cookies collect information about how you and other users interact with the Site and use the Services, for example, pages that you visit and if you receive any error messages. This information does not identify you individually and often is aggregated and used to improve the Site.
Advertising	Advertising Cookies are used to deliver online advertisements that are relevant to you and your interests and to measure the effectiveness of advertising campaigns. Advertising Cookies may be placed on the Site and/or Services by us or by our advertising partners with our permission.

You can change your Cookie settings in your Internet browser (e.g., Chrome, Edge, Firefox). If you disable Cookies, some features of the Site may not function correctly. For more information, see <https://www.allaboutcookies.org/>.

### **Third Party Advertising Cookies**

Like many websites, we use Google services in addition to Cookies to improve the Site and advertise to you, as described more fully below. As such, when you use the Site, your personal information may be shared with Google, and shared by Google with us. You can learn more about how Google uses Cookies, and how to manage your Cookie preferences, and how to revoke your consent to Personalized Ads, by visiting the [Google Cookie Policy](#).

Social Stack Pro may also use the Facebook Cookie to deliver Personalized Ads to you, as that term is described below. You can learn more about how Facebook gathers and uses personal information via Cookies, including how to set your Cookie preferences within Facebook, by visiting the [Facebook Cookie Policy](#).

To learn more about third-party data collection and advertising practices, including how to revoke your consent to Personalized Ads, please visit the following websites:

[www.youronlinechoices.com/uk/your-ad-choices](http://www.youronlinechoices.com/uk/your-ad-choices)

[www.networkadvertising.org/choices](http://www.networkadvertising.org/choices)

[www.aboutads.info/choices](http://www.aboutads.info/choices)

#### **4. How do we use your information?**

We may use the information we've gathered from you or your device, including through Cookies and third parties, for the following purposes:

- **Business Purposes.** When we use your information for a “**Business Purpose,**” it means such use is reasonably necessary and proportionate to achieve an operational purpose of Social Stack Pro. The following are the Business Purposes for which we may use your information:

<b>Business Purpose</b>	<b>Types of Information</b>
<b>For Security.</b> We use the information we collect from you and other users to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, and to identify and prosecute those responsible for that activity.	Information Listed in Section 2
<b>To Improve the Services.</b> We use the information we collect from you and other users to improve our product offerings and services. For example, we may consider analytics, demographics, and user feedback collected via the Site in determining whether there is sufficient demand for a new product, subscription plan, or service.	Information Listed in Section 2
<b>To Improve the Site.</b> We use the information we	Information Listed in Section 2

<p>collect from you and other users to provide and improve the Site. We use information to debug and identify and repair errors that impair existing intended functionality of the Site. As explained above, we use Cookies, including those placed by Third Parties, to gather statistical information that helps us understand how you and other users engage with the Site and improve its performance via technological development.</p>	
<p><b>To Personalize Your User Experience.</b> We use information gathered from Cookies to authenticate your logins, determine whether you are logged in or not, to allow you to set personal preferences when using the Site, and to make it so you don't have to reenter the same information when you visit the Site several times within a short timeframe.</p>	Information Listed in Section 2
<p><b>To Communicate with You.</b> We use your information to personalize communication with you, and to respond to your requests regarding your purchases and information on our services. We also use your information to notify you of updates to our Terms and Privacy Policy.</p>	Information Listed in Section 2
<p><b>To Create Deidentified Aggregate Information.</b> We may combine your information with that of other users to create "<b>Aggregate Information</b>"—namely, statistical information about all users or a subset thereof. Aggregate Information is pseudonymized and deidentified. In other words, Aggregate Information cannot be used to identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular consumer, including you.</p>	Information Listed in Section 2

- Commercial Purposes.** When we use your information for a "**Commercial Purpose**," it means such use is intended to advance Social Stack Pro's business interests, such as by inducing you to purchase our services. The following are the Commercial Purposes for which we may use your information:

Commercial Purpose	Types of Information
<p><b>To Advertise to You.</b> We may use information gathered through Cookies and web beacons, including those placed by Third Parties, to deliver ads to you via the Site, and after you've left the Site, including advertisements specific to your personal interests. The purpose of this practice, which is sometimes called "<b>Personalized Ads</b>," "retargeting,"</p>	Information Listed in Section 2

or “remarketing” is to deliver content and advertising that is of interest to you, and to avoid displaying irrelevant advertising to you.	
<b>To Advertise to Others.</b> We may share your reviews, comments, and other content uploaded by you to advertise and market our Site and the Services, including by reposting your reviews on the Site, in our advertising, or through our social media accounts.	Information Listed in Section 2

- **Scope and Legal Bases for Use**

We only process your information to the extent that is necessary to accomplish the above-stated Business and Commercial Purposes, which serves as our legitimate interest. If you reside in a location governed by the GDPR, then the following are Social Stack Pro’s legal bases for the processing of your information:

In so far as we have obtained consent for processing operations of information by the data subject, Art. 6(1) lit. a GDPR serves as the legal basis. For the processing of information necessary for the performance of a contract to which the data subject is a party, Art. 6(1) lit. b GDPR serves as legal basis. The same applies to such processing operations which are necessary for carrying out pre-contractual measures. In so far as the processing of information is required to comply with a legal obligation to which our Company is subject, Art. 6(1) lit. c GDPR serves as legal basis. In the event that processing of information may be necessary to protect the vital interests of the data subject or of another natural person, Art. 6(1) lit. d GDPR serves as legal basis. If processing is necessary for the purposes of the legitimate interests pursued by our Company or by a Third Party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, processing operations are based on Art 6 (1) f DSGVO.

## 5. How do we share your information?

Social Stack Pro may share your information with third parties for the following Business and Commercial Purposes:

Third Parties	Business Purpose	Types of Information
<b>Social Media Accounts.</b> When you link one or more of your Social Media Accounts, you are authorizing us to share information with the Third Parties who own and operate the associated Social Media platforms, such as Facebook and LinkedIn.	See Section 4	Information Listed in Section 2
<b>Service Providers.</b> These Third Parties provide services to Social Stack Pro that allow us to operate the Site, provide the Services, communicate with customers, and so forth. Examples include social media websites like Facebook and LinkedIn,	See Section 4	Information Listed in Section 2

payment processors, email fulfillment providers, shipping providers, customer management services, and so forth.		
<b>Our Affiliated Entities.</b> Affiliated entities are different than Third Parties in that they are businesses that are directly related to us and have common ownership with us. We may disclose, transfer, and sell your information to our affiliated entities, in which event, your information shall be treated by the affiliated companies in accordance with this Privacy Policy. Should we be subject to an acquisition, merger, sale or other change of control or business entity status, we reserve the right to transfer or assign your information as part of that acquisition, merger, or sale.	See Section 4	Information Listed in Section 2
<b>Government Officials and Private Parties Pursuant to Valid Legal Process.</b> We may disclose your information in response to subpoenas, court orders, and other legal processes. In very rare circumstances, we may disclose personal information when we believe it is necessary in order to prevent illegal, fraudulent, or injurious actions that may cause harm to individuals.	See Section 4	Information Listed in Section 2

<b>Third Parties</b>	<b>Commercial Purpose</b>	<b>Types of Information</b>
<b>Advertising Partners.</b> We may disclose your personal information as needed to our Third-Party advertising partners. For example, we may share information gathered through Cookies and tracking technology to allow a Third Party to advertise our products and services to you after you leave the Site.	See Section 4	Information Listed in Section 2
<b>Other Consumers.</b> We may share your reviews, comments, and other content uploaded by you to advertise and market our Site and the Services, including by reposting your reviews on	See Section 4	Information Listed in Section 2

the Site, in our advertising, or through our social media accounts.		
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**6. Do we sell your information to others?**

**NO - Social Stack Pro does not sell consumers' Information** and has not sold consumer Information during the past twelve (12) months.

**7. How do we protect your information?**

Social Stack Pro employs technical, administrative, and physical security measures (such as SSL encryption and HTTPS protocol) that are designed to protect against the loss, misuse, and alteration of the information under our control. We regularly review our security procedures to consider appropriate new technology and methods.

However, no system can be completely secure. Therefore, although we take steps to secure your information, we cannot promise, and you should not expect, that your personal and commercial information, or other communications, will always remain secure.

The safety and security of your information also depends on you. Never share your password with anyone else and notify us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com) if you believe your Account has been breached.

**8. How long do we keep your information?**

We store the information we collect for as long as it is necessary for the purpose(s) for which we originally collected it. We may retain certain information for legitimate business purposes or as required by law. If you request deletion of your information, your request will be processed pursuant to Section 10.

**9. Data Transfers**

If you are visiting the Site from a location outside of the United States, your connection will be through and to servers located in the United States, and all information you provide will be processed and securely maintained in our web servers and internal systems located within the United States. By using the Site, **you authorize and specifically consent to the transfer of your data to the United States** and its storage and use as specified above.

**10. Do California residents have specific privacy rights and how can you exercise them?**

California residents have the right to access all Information we have collected and retained about them for purposes of correcting, amending, downloading, or deleting such information. Access can be obtained by contacting us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

**To protect your privacy and security, we may take reasonable steps to help verify your identity before granting access, making corrections, providing you with information, or deleting information.**



Below are the specific rights granted to California residents regarding access to your Information:

### **Access and Correction**

The easiest way to access and correct the Information we have collected about you is to contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

### **Right to Request Disclosure**

You have the right to request that Social Stack Pro disclose the following to you:

The categories of Information we have collected about you;  
The categories of sources from which the Information is collected;  
The business or commercial purpose for collecting or selling Information;  
The categories of third parties with whom we share your Information; and  
The specific pieces of Information we have collected about you.

To request such a disclosure, please contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

### **Right to Request Deletion**

You have the right to request that we delete any Information about the you which we have collected from you. To make such a request, please contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

### **California Shine the Light Disclosure**

Under California's "Shine the Light" law, California residents who provide Information to the Site may request certain information regarding our disclosure of your Information to third parties for their direct marketing purposes. To make such a request, please contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

### **Cal. Bus. & Prof. Code § 22581 Disclosure**

If you are a California resident under the age of 18, and a registered user of any Site where this privacy notice is posted, California Business and Professions Code Section 22581 permits you to request and obtain removal of content or information you have publicly posted. To make such a request, please contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com) with a detailed description of the specific content or information. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

### **Right to Non-Discrimination**

We will not discriminate against you if you exercise your privacy rights under the CCPA.

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g. phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. If, however, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity, and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.

To exercise these rights, you can contact us by email at [contact@socialstackpro.com](mailto:contact@socialstackpro.com).

#### **11. How do we protect the privacy of children?**

We will never knowingly collect any personal information about children under the age of 13. If we obtain actual knowledge that we have collected Information about a child under the age of 13, that Information will be immediately deleted from our database. Because we do not collect such information, we have no such information to use or to disclose to Third Parties. We have designed this policy in order to comply with the Children’s Online Privacy Protection Act (COPPA).

#### **12. How can you receive and opt-out from marketing communications?**

By providing your email address to us through the Site or sending us an email directly, **you consent to receive emails from us, including information concerning your Account and advertising messages.** Depending upon your location, we may obtain additional consent from you via a checkbox disclosure or an email requesting confirmation before you can receive such information.

Providing consent to promotional emails is NOT a condition of purchasing the Services. You can unsubscribe to advertising emails at any time by clicking the unsubscribe link within the email, or by contacting us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). Please note that, even if you unsubscribe from advertising emails, we will still send you any necessary, non-promotional emails about your purchase, account, or updates to our Privacy Policy and Terms of Service.

#### **13. Do we respond to Do Not Track (DNT) Signals?**

DNT is a feature offered by some browsers which, when enabled, sends a signal to websites to request that your browsing is not tracked. We do not currently respond to DNT requests.

#### **14. How will you know when we change the Privacy Policy?**

Each time you use the Site, the then-current version of this Privacy Policy will apply. Although most changes are likely to be minor, we reserve the right to modify this Privacy Policy by posting such modification on this page; however, if changes are significant, we may provide a more prominent notice or email you. Depending upon your location, we may obtain additional consent from you via a checkbox disclosure or an email requesting consent before you can continue to use the Site.

Unless we receive your express consent, any revised Privacy Policy will apply only to information collected after the effective date of such revised Privacy Policy, and not to information collected under any earlier version.

## **15. How can you contact us regarding this Privacy Policy?**

You can contact us via email at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). If needed, your information will be relayed to our third party partners to for the sole purpose of processing any request by you in the communication.

## **16. Links to third-party websites**

SocialStackPro.com may provide links to third-party websites or services. We are not responsible for the privacy practices of these third parties, and we encourage you to read the privacy policies of each website or service that you visit. We do not endorse or make any representations about third-party websites or services. The personal information you choose to provide to or that is collected by these third parties is not covered by this Privacy Policy. It's important to remind users that when they click on links to third-party websites or services, their data is no longer under your control and it's important to let them know that you're not responsible for the privacy practices of those third parties. It's also a good practice to encourage users to read the privacy policies of the third-party websites and services before providing any personal information.

## **17. OpenAI API privacy and usage policy**

- Data collection: Our service at SocialStackPro.com utilizes the OpenAI API to provide marketing services. By using our service, you are consenting to the collection of the following data types that are necessary for the operation of the OpenAI API:
  - Text input: This includes any text that is being passed to the OpenAI API for processing, such as a user's query or a message they are sending.
  - Metadata: This includes information such as the timestamp of the request, the user's IP address, and the device they are using to access the service.
  - User information: This includes data such as the user's name, email address, or account information if they have an account on SocialStackPro.com
- Usage data: This includes information on how the user interacts with the API, such as how many requests they make, how long they spend using the service, and what features they use. Can include but not limited to:
  - Number of requests: This includes information on how many requests the user has made to the API.
  - Session duration: This includes information on how long the user has spent using the service that is powered by the OpenAI API.
  - Frequency of use: This includes information on how often the user is interacting with the service that is powered by the OpenAI API.
  - Features used: This includes information on which specific features of the service that are powered by the OpenAI API the user is interacting with.

- Error logs: This includes information on any errors that occurred during the user's interactions with the service, such as error messages.
  - Sentiment analysis: This includes information on the sentiment of the text input provided by the user
- Data use: The data collected through the OpenAI API will be used for the purpose of providing marketing services on SocialStackPro.com. We may also share this data with third parties for the purpose of providing marketing services, unless prohibited by law. Any third parties with whom we share the data will be bound by strict confidentiality agreements and will be prohibited from using the data for any other purpose
- Data sharing: We may share your data collected through the OpenAI API with our affiliates, partners, and service providers for the purpose of providing marketing services on SocialStackPro.com. These third parties are bound by strict confidentiality agreements and are prohibited from using your data for any other purpose.
- Data security:
 

We take reasonable measures to protect the data we collect through the OpenAI API from unauthorized access, use, alteration, or destruction. However, no data transmission over the internet can be guaranteed to be completely secure. As a result, while we strive to protect your personal information, we cannot guarantee or warrant the security of any information you transmit to us, and you do so at your own risk

Obtaining consent: By using our service on SocialStackPro.com, you are providing explicit consent for us to use the OpenAI API in accordance with this privacy policy. If you do not agree to the terms of this policy, you should not use our service. Our service at SocialStackPro.com includes the optional use of the OpenAI API to provide digital marketing services. While the use of the API is not mandatory, if you choose to use it, you are consenting to the collection, use and processing of data as outlined in this privacy policy, including the specific data types outlined in the previous section

Explanation of OpenAI API: "Our service on SocialStackPro.com uses the OpenAI API, a machine learning model, to provide social media marketing services. The OpenAI API is trained on a large dataset of text and may contain biases. We strive to ensure the accuracy and fairness of the model, but please be aware that the model may not always produce accurate, biased or unbiased results.
- User control:
 

You have the right to access, review, and update your personal information that we collect through the OpenAI API at any time. You can also choose to stop receiving promotional messages from us by unsubscribing or by contacting us.
- Changes to the policy:
 

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be available on our website. By continuing to use our services after changes become effective, you agree to be bound by the revised Privacy Policy.
- By using our software, you acknowledge that it includes an AI chat bot designed to provide assistance and communicate with users. While we strive to provide the best possible service, there are inherent limitations and risks associated with using artificial

intelligence, and we cannot guarantee that the chat bot will always provide accurate or complete information.

By using our software, you agree to hold harmless and indemnify us, our agents, employees, and affiliates, from and against any and all claims, damages, expenses, liabilities, losses, or other harm arising from your use of the AI chat bot. This includes but is not limited to claims of personal injury, property damage, or financial loss resulting from reliance on information provided by the chat bot.

We make no representations or warranties regarding the accuracy, reliability, completeness, or timeliness of information provided by the chat bot, and we expressly disclaim any liability for errors or omissions in the chat bot's responses.

By using our software, you agree to assume all risks associated with using an AI chat bot, and to release us from any liability or responsibility for any harm resulting from your use of the chat bot.

This hold harmless policy is in addition to any other terms and conditions governing your use of our software and will survive the termination of your use of the chat bot or software.

Contact us:

If you have any questions about this Privacy Policy or our data collection practices, please contact us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com)

## **18. Usage Limits, Inappropriate Content, and Fake News**

As a user of our social media platform, you agree to abide by the following usage limits, content guidelines, and policy on fake news:

- You may not exceed 100 posts per day on the platform.
- You may not post any content that is explicit, vulgar, or offensive, including but not limited to sexually explicit content, hate speech, or discriminatory language.
- You may not post any content that violates the intellectual property rights of others, such as copyrighted material or trademarks.
- You may not engage in spamming, phishing, or any other activity that is harmful or disruptive to our platform or its users.
- You may not post any content that is false, misleading, or promotes fake news.
- We reserve the right to deem what content is fake news and take appropriate action, such as reducing the visibility of your content, suspending your account, or flagging and deleting your account, at any time, if we determine that your content violates our policy on fake news.

We reserve the right to enforce these usage limits, content guidelines, and policy on fake news, and take appropriate action, such as reducing the visibility of your content, suspending your account, or flagging and deleting your account, at any time, if you violate them.

Please note that we cannot be held liable for any inappropriate content posted by our users. We are not responsible for monitoring all content on our platform and cannot guarantee the accuracy or appropriateness of any content. We encourage our users to report inappropriate content to us, and we will take appropriate action in accordance with our policies.

By using our platform, you acknowledge and agree to these usage limits, content guidelines, and policy on fake news, and understand that inappropriate content and fake news may result in disciplinary action, up to and including account termination. You also acknowledge that we cannot be held liable for any inappropriate content posted by our users.

If you have any questions or concerns about our usage limits, content guidelines, or policy on fake news, please contact us at [contact@soicalstackpro.com](mailto:contact@soicalstackpro.com)

## **19. Responsible Use Statement**

By using our service, you agree to use it responsibly and not to engage in any activities that may cause harm to our system, our users, or any third party. You agree to comply with all applicable laws, rules, and regulations, and to refrain from any conduct that may be considered illegal, unethical, or harmful.

You agree not to use our service to transmit or distribute any content that is illegal, harmful, offensive, defamatory, or otherwise objectionable. You further agree not to use our service to engage in any activity that may compromise the security or integrity of our system, including but not limited to hacking, cracking, or phishing.

You acknowledge that we reserve the right to monitor your use of our service and to take appropriate action if we suspect any violation of this Responsible Use Statement. Such action may include but is not limited to suspending or terminating your access to our service, reporting your conduct to law enforcement authorities, and pursuing legal remedies as appropriate.

By using our service, you agree to indemnify and hold us harmless from any and all claims, damages, expenses, liabilities, losses, or other harm arising from your use of our service, including but not limited to any claims of infringement, defamation, or violation of privacy.

This Responsible Use Statement is part of our Privacy Policy and is governed by the laws of the jurisdiction in which we operate. We reserve the right to update or modify this statement at any time without prior notice. Your continued use of our service after any such changes indicates your acceptance of the updated terms.

## **TERMS AND CONDITIONS**

### 1. INTRODUCTION

Welcome to SocialStackPro.com. These Terms and Conditions (“**Terms**”), together with our Privacy Policy, constitute a written contract (the “**Agreement**”) between you and Social Stack Pro, Inc. (“**Social Stack Pro**”, “**we**”, or “**us**”) governing your use of [www.socialstackpro.com](http://www.socialstackpro.com) and all other sites, mobile applications, services, or platforms where these Terms appear or are linked (collectively, the “**Site**”). By using the Site, registering, accessing, or using our Services (as defined below) you agree to be bound by this Agreement. If you do not agree to this Agreement, do not access or otherwise use any of our Services.

***These Terms contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. For full details, please see Section 9.***

### 2. PRIVACY POLICY

We take your privacy very seriously; as such, our Privacy Policy is an important part of this Agreement. The Privacy Policy explains how we collect information from you and how we use and share that information.

### 3. CHANGES TO TERMS AND PRIVACY POLICY

We reserve the right to change this Agreement and our Privacy Policy from time to time upon notice to you (including by posting a new version, providing you notice through our Services, or by sending you a change notice). Social Stack Pro encourages you to periodically review the Terms to stay informed of our updates. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing the Site and Services. Unless we obtain your prior express consent, we agree that any changes to the Terms or Privacy Policy will not be retroactive. Your continued use of our Services after we publish or send you a notice about our changes means that you are consenting to the updated Terms and Privacy Policy as of their effective date.

### 4. ABOUT THE SERVICES

#### **What We Do**

The Services include a social media management tool that enables users to link their social media accounts, such as Facebook and LinkedIn, and other online pages and groups (collectively, your “**Social Media Accounts**”) and find content, schedule posts, and analyze audience engagement.

#### **What We Don't Do**

Social Stack Pro is not a social network and is not affiliated with Facebook, LinkedIn, Bing, or any other Third-Party Website, as defined in Section 11 below. While you may manage your Social Media Accounts through the Services, your use of your Social Media Accounts remains governed by the Third-Party terms and conditions you agreed to at the time you registered your Social Media Accounts (for example, the Facebook Terms of Service). We are unable to participate in or resolve disputes between you and any Third-Party Website or other user of such Third-Party Website.

### 5. YOUR OBLIGATIONS

#### **Age Eligibility**

You must be at least eighteen (18) years old to create an account and use the Services. If you are using the Services on behalf of a company, you represent and warrant that you are authorized to enter into contracts on behalf of that company. Creating an account with false information is a violation of our Terms, including accounts registered on behalf of others or persons under the age of 18.

#### **Your Account**

To access the Services, you must register for an account (your “**Account**”). When you register for an Account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for



maintaining the confidentiality of your Account and password, and you accept responsibility for all activities that occur under your Account. If you believe that your Account is no longer secure, then you must immediately notify us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). When you create an Account, you will be prompted to link your Social Media Accounts to your Social Stack Pro Account. You understand and agree that you may only link one account per social media platform to your Account. For example and clarification, should you have multiple Facebook accounts and multiple LinkedIn accounts, you may only link one of your Facebook accounts and one of your LinkedIn accounts to your Social Stack Account.

### **Your Content**

When you use our Services, you may post or submit information, images, links, reviews, comments, articles, and other content (your “**Content**”). You represent and warrant that all Content posted by you is current, complete, and accurate, and that you have not misstated or embellished any statement of fact therein. You are required to use common sense and are prohibited from posting any Content that infringes on the intellectual property rights of others, is illegal, obscene, threatening, defamatory, invades the privacy of others, contains any form of “spam” messages, or otherwise violates the Prohibited Conduct section below. If you do one of these things, we may remove your Content – but we have no obligation to do so and we do not review user content as a matter of practice.

**You are always the owner of Your Content;** however, Social Stack Pro requires the following license from you in order to be able to allow you to upload, transmit or display your Content through the Services as expressly permitted by you:

You grant to Social Stack Pro a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute and display your Content throughout the world in any media now existing or in the future created for the purposes of providing the Services to you and other users.

You are responsible for your Content and, as such, you agree to defend, indemnify, and hold harmless Social Stack Pro from and against any and all claims, actions, demands, causes of action, and other proceedings including but not limited to legal costs and attorneys’ fees, arising out of or relating to your Content.

### **License to Use the Services**

Subject to your compliance with this Agreement, Social Stack Pro grants you a non-exclusive, non-sublicensable, revocable, non-transferable license to access the Services, and to use the Services. This license allows you to use the Services, but it does not allow you to reproduce, duplicate, copy, modify, sell or otherwise exploit any portion of the Services without our prior express written consent. All rights not expressly granted in this Agreement are reserved by Social Stack Pro.

### **Prohibited Conduct**

We impose certain restrictions on your use of the Services. You agree to abstain from, but not limited to, the following prohibited conduct:

- i. Use the Services for acts that are contrary to applicable national or international laws and regulations;
- ii. Use the Services to link a Social Media Account for which you are not an authorized user;
- iii. Use the Services in any way that violates the Third-Party user terms and conditions applicable to your Social Media Accounts;
- iv. Upload, post, transmit, display, perform, or distribute any content, information, or materials that is libelous, defamatory, abusive, racist, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic;
- v. Provide any false, misleading, or inaccurate information, create multiple accounts, attempt to use another's account, or create an account for anyone other than yourself without prior authorization;
- vi. Impersonate or otherwise misrepresent an affiliation, connection, or association with any person or entity—including, without limitation, by linking a Social Media Account that was created or is used to impersonate or otherwise misrepresent an affiliation with any other person or entity;
- vii. Develop, support, use or attempt to use software, devices, scripts, robots or any other mechanism (including spiders, browsers, crawlers, or any other technology) to harvest or otherwise collect information from the Services or copy profiles and other data from the Services;
- viii. Access content or data not intended for you, or log into a server or account that you are not authorized to access;
- ix. Attempt to probe, scan, or test the vulnerability of the Site, any Social Media Account, or any associated system or network, or breach security or authentication measures without proper authorization;
- x. Interfere or attempt to interfere with the use of the Services or any Social Media Account by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities;
- xi. Forging, modifying, or falsifying any network packet or protocol header or metadata in connection with, or transmission to, the Services (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers);
- xii. Attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used in providing the Site and Services, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall Services to determine and/or audit advertising revenues and payments, if applicable;
- xiii. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute the posts, images, videos, logos, memes, .gifs or other content of others without their permission;
- xiv. Modify or otherwise change the Site, Services or their appearance.

If we determine, in our sole discretion, that you have engaged in Prohibited Conduct, we reserve the right to terminate your Account, or completely block access to the Services.

## 6. DIGITAL MILLENNIUM COPYRIGHT ACT

Social Stack Pro complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Site or through the

Services, you may notify us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- ii. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. a description of the material that you claim is infringing and where it is located on the Services;
- iv. your address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**We reserve the right, in our sole discretion, to promptly terminate the accounts of users that are determined by Social Stack Pro to be repeat infringers.**

## 7. PAYMENTS AND SUBSCRIPTIONS

Signing up to use the Services and registering for an Account requires payment by users (“**Fees**”). You agree to pay Social Stack Pro all fees associated with your use of the Services indicated to you at the time you agree to such Fees. All transmissions of payment information through the Site are secured with Internet-standard TLS (also known as HTTPS) encryption.

We reserve the right to determine pricing for the Services. We may change the Fees for our Services, including additional fees or charges. If we make any changes to our Fees, we will give you advance notice of changes before they apply.

### **Subscriptions**

The Services may include automatically recurring payments for periodic charges (a “**Subscription**”). If you enroll in a Subscription, you will be billed in the amount and with the frequency agreed upon by you at the time you first enrolled (the “**Subscription Terms**”).

Timing of Subscription Payments. At the time you enroll in your Subscription, you will be required to provide payment card information to pay for the Fees associated with your Subscription. ***If you choose to enroll in a Subscription, you understand and agree that your credit or debit card on file will be charged Fees monthly or annually (depending on the type of subscription you sign up for) for additional Subscription periods without obtaining further permission or confirmation from you. In other words, your Subscription renews automatically unless cancelled in advance of the next payment period by you.*** Please pay attention to the Fees, payment terms and disclosures provided during the order process for your Subscription.

Changes and Cancellation. To change or cancel a Subscription, you may either log into your Account or email us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). If you choose to change or

cancel your Subscription by email, you must provide sufficient information so that we can identify your Account, for example your username, real name, billing address, and the email address associated with the Account. Changes and cancellations must be made at least three (3) days before your credit or debit card is charged for the next Subscription payment in order to avoid said payment.

PayPal Cancellations. If you enroll in your Subscription via PayPal, **in addition** to canceling through the Site, you may need to cancel through your PayPal account as well. To do so, log into your PayPal account, click “Settings” near the top of the page, click “Payments,” click “Manage preapproved payments” and then click “cancel automatic billing” and follow the instructions.

Changes in Subscription Fees. We may find it necessary to change the Fees in effect for a Subscription and reserve the right to do so in our sole discretion. We will **not** increase Fees for your Subscription without prior notice to you that is sufficient to afford you an opportunity to cancel your Subscription before incurring the increased fees.

**No Refunds.** Due to the nature of the Services, unless otherwise indicated at the time you checkout, **ALL SALES ARE FINAL AND THERE ARE NO REFUNDS.** Subscription Fees will **not** be prorated if you cancel in the middle of a billing period.

## 8. TERMINATION

Either party may terminate this Agreement at any time upon notice to the other. If you terminate this Agreement, you must delete your Account and may no longer access or use the Services. If, after termination, you access the Services or create a new Account, such action will constitute your consent to this Agreement and the Privacy Policy, and the prior termination will be deemed null and void. If you are enrolled in any Subscription, you must cancel your Subscription as part of your termination in order to avoid incurring additional Subscription Fees. The following provisions will survive termination of this Agreement: all payment obligations outstanding at the time of termination, Sections 3, 5 (Your Content), 7–15, and any other provision of this Agreement that must survive termination to fulfill its essential purpose.

## 9. DISPUTE RESOLUTION

This section governs any dispute between you and us, and how that dispute will be legally resolved, if necessary. Remember, these dispute resolution provisions only apply to disputes between you and Social Stack Pro.

### **Binding Arbitration**

If you and Social Stack Pro cannot resolve a dispute or other claim through negotiations, the dispute or claim shall be finally and exclusively resolved by binding arbitration. This arbitration agreement is reciprocal, and any election to arbitrate by one party shall be final and binding on the other(s). The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. The Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.

The arbitration shall be commenced and conducted through JAMS ([www.jamsadr.org](http://www.jamsadr.org)) under the Streamlined Rules, as modified by this Agreement to arbitrate. All remedies available to the parties under applicable federal, state or local laws shall remain available in arbitration. The parties shall each participate in the selection of a neutral arbitrator pursuant to the Streamlined Rules. Unless waived by you, the final arbitration hearing shall take place in person at the JAMS facility located in or nearest to your city of residence. If you initiate arbitration against Social Stack Pro, the only fee you are required to pay is \$250, and all other arbitration costs (including any remaining JAMS Case Manage Fee and all professional fees for the arbitrator's services) shall be borne by Social Stack Pro. If Social Stack Pro initiates arbitration against you, Social Stack Pro shall pay all costs associated with the arbitration. Regardless of the outcome of the arbitration, you and Social Stack Pro will each pay your own attorneys' fees and costs unless an award of attorneys' fees is available under applicable statute. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Either party may litigate to compel arbitration in a Court of Competent Jurisdiction, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator.

***You acknowledge that without this provision, you would have the right to sue in court with a jury trial.***

#### **No Class Actions**

You and Social Stack Pro agree that any arbitration or other legal action shall be limited to the two of us as parties, and any joinder of other parties is not allowed. ***This means that you cannot participate in any sort of representative proceeding against Social Stack Pro, including as a plaintiff or class member in any purported class action.***

#### **Governing Law and Venue for Judicial Action**

This Agreement shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of law principles.

Subject to and without waiving the arbitration agreement, the proper venue for any judicial action arising out of, relating to, or in connection with this Agreement, such as a motion to compel arbitration, will be the state and federal courts located in Bay County, Florida (a "**Court of Competent Jurisdiction**"). You and Social Stack Pro stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts and submit to extraterritorial service of process.

#### **10. INTELLECTUAL PROPERTY**

Social Stack Pro reserves all of its intellectual property and other rights in the Services, including all underlying software, source code, patents, trade dress, trade secrets, trademarks, copyrights, and components thereof. Social Stack Pro, the logos, website domain(s), and all content and other materials available through the Services, exclusive of your Content and the Content of other users are the trademarks, copyrights, and intellectual property of and owned by Social Stack Pro and/or its licensors and suppliers. Neither your use of the Services nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use,

our intellectual property. You shall not at any time, nor shall you assist others to, challenge Social Stack Pro's right, title, or interest in, or the validity of our intellectual property.

## 11. THIRD PARTY CONTENT/SERVICES

### **Third Party Websites**

The Services may contain links or allow you to connect to other independent third-party websites ("Third Party Websites"), including social media platforms and search engines. These Third Party Websites are provided solely as a convenience to our visitors. Such Third Party Websites are not under our control, and we are not responsible for and do not endorse the content of such Third Party Websites, including any information or materials contained on such websites. You will need to make your own independent judgment regarding your interaction with these Third Party Websites. We do not accept responsibility for Third Party Websites and accessing any such links from the Services to gain access to Third Party Websites is at your own risk.

### **Third Party Content**

We do not pre-screen user/third party content. By using the Services, you acknowledge your understanding that Social Stack Pro has no obligation to screen, preview, monitor or approve any content posted or submitted by any of its users or third-party providers. We do reserve the right to review and delete any content that, in our sole judgment, violates this Agreement, but make no promise to do so except where required by law. Social Stack Pro shall not be liable in any way for any content displayed or otherwise accessible via the Services, including, but not limited to, any errors, omissions, defamatory statements, or confidential or private information in the content or for any loss or damage of any kind incurred as a result of the use of any content submitted, accessed, transmitted or otherwise conveyed via the Services.

### **Exchange of Content through Third Party Services**

We provide tools through the Services that enable you to import and export information, including your Content, to and from Third Party Websites and services, including through features that allow you to link your Account with your Third Party Social Media Accounts. By using the Services, you agree that Social Stack Pro may transfer your Content to and from the applicable Third Party services. Third Party services are not under our control, and we are not responsible for any Third Party service's use of your Content or other exported information.

## 12. ASSUMPTION OF RISK; RELEASE

**You knowingly and freely assume all risk when using the Services.** You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Social Stack Pro and its owners, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or to third parties, that may result from your use of the Services.

## 13. DISCLAIMER AND LIMITATION OF LIABILITY

### **Disclaimer of Warranties**

TO THE FULLEST EXTENT PERMITTED BY LAW, SOCIAL STACK PRO, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT IN ADDITION TO ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER SOCIAL STACK PRO NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT POSTS WILL BE PUBLISHED AS SCHEDULED. SOCIAL STACK PRO DISCLAIMS ALL IMPLIED LIABILITY FOR DAMAGES ARISING OUT OF THE FURNISHING OF THE SERVICES PURSUANT TO THIS AGREEMENT.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOCIAL STACK PRO OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY CLAIMS ARISING FROM YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SOCIAL STACK PRO AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

### **Application of Disclaimers**

Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. Social Stack Pro's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Services or otherwise shall alter any of the disclaimers or limitations stated in this section.

## **14. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By registering for the Services or providing us with your contact information (e.g., name, email, postal or residential address, and/or phone number), you expressly consent to receive electronic and other communications from Social Stack Pro. These communications will be about the Services, new product offers, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by contacting us at [contact@socialstackpro.com](mailto:contact@socialstackpro.com). You agree that these electronic communications satisfy any legal requirements that such communications or notices be in writing.

## 15. GENERAL TERMS

Entire Terms. These Terms constitute the entire Agreement between Social Stack Pro and you concerning your use of the Site and Services.

Partial Invalidity. Should any part of these Terms be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion hereof, which shall remain in full force and effect, and the parties hereby acknowledge and agree that they would have executed the remaining portion hereof without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

No Waiver. A waiver by either party of any term or condition of these Terms, or any breach, in any one instance, will not waive that term or condition or any later breach.

Assignment. These Terms and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of Social Stack Pro. These Terms will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

Independent Contractors. You and Social Stack Pro are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

No Third-Party Beneficiaries. Except where expressly stated herein, there are no third-party beneficiaries to this Agreement.

Headings. The headings in these Terms are for convenience only and shall have no legal or contractual effect.