

TERMS OF SERVICE

BEE SOCIAL ENTERPRISES, LLC

Last Modified: July 26, 2019.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES.

ACCEPTANCE OF THE TERMS OF SERVICE

BEE SOCIAL ENTERPRISES, LLC (our “**Company**”, “**we**”, “**us**”, or “**our**”) provides a comprehensive social media and brand management platform. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Service**”), govern your access to and use of and all software, applications or application plug-ins, features, functionality, and Company content (collectively, our “**Services**”) provided through <https://www.SimpliBuzz.com> (our “**Website**”) or our mobile applications, whether as a guest or a registered user. “**You**” and “**your**” refer to you, as a user of our Services.

Please read these Terms of Service carefully before you use our Services. By using our Services, you accept and agree to be bound and abide by: (a) these Terms of Service and our Privacy Policy; and (b) all applicable laws and regulations, including United States Export and Re-Export Control laws and regulations. If you do not agree to these Terms of Service or our Privacy Policy, you must not access or use our Services.

Our Services are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using our Services, you represent and warrant that you are of legal age to form a binding contract with our Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use our Services.

THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

CHANGES TO THE TERMS OF SERVICE

We may revise and update these Terms of Service from time to time, in our sole and absolute discretion. All changes are effective immediately when we post them and apply to all access to and use of our Services thereafter. Your continued use of our Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time you access our Services so that you are aware of any changes to these Terms of Service, as they are binding on you. It is your responsibility to review these Terms of Service periodically. IF YOU FIND THESE TERMS OF SERVICE UNACCEPTABLE OR IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE OUR SERVICES.

PAYMENTS; AUTOMATIC RENEWAL

You agree to pay all applicable fees related to your use of our Services. You may receive a free trial period to explore our Services (“**Free Trial**”), but if you do not provide a valid credit card after your Free Trial has expired, your account will be automatically cancelled by the Company. We will charge you automatically on the first day after the Free Trial is over, unless you cancel before the end of the Free Trial. Thereafter, you agree that the Services will renew automatically at the end of the term (which may be monthly or annually, depending on the plan you chose when you purchased our Services), and we will automatically bill you on each renewal unless you cancel our Services as set forth below. In addition to any other rights we may have under these Terms of Service, you agree that we may suspend or terminate your account and/or access to our Services if a required payment is late and/or your offered credit card cannot be processed. By providing a credit card and other required information, you expressly authorize us to charge all applicable fees to you by such payment method, as well as taxes and other charges incurred in connection with the Services you utilize. By submitting such payment information, you represent and warrant that you have the legal right to use the payment method you provide.

Prices for our Services are subject to change at any time in our sole and absolute discretion. Current pricing will be posted on the Website.

CANCELLATION AND TERMINATION

You may cancel your access to the Services at any time. However, if you decide to cancel, we will not provide any refund(s) and you will be responsible for paying any balance due on your account. You expressly authorize us to charge any unpaid fees to the credit card provided and/or send you a bill for such unpaid fees upon cancellation. You may continue to use the Services until the end of your selected term, at which time your access to the Services will terminate.

You are solely responsible for your data, content, and materials at the time of termination and the Company expressly disclaims any responsibility for any loss whatsoever due to account cancellation.

Certain provisions, including, without limitation, "Prohibited Uses", "Payment Terms and Conditions", "Cancellation and Termination", "Intellectual Property Rights", "Disclaimer of Warranties", "Limitation of Liability", "Dispute Resolution by Binding Arbitration" and "Indemnification" and any other provisions, which by their nature survive, shall survive the termination of these Terms of Service.

USE OF INFORMATION

With respect to our provision of the Services, you may provide us with certain personal information (such as name, postal address, e-mail address, or telephone number) and certain business information (such as name, EIN, postal addresses, e-mail address, or telephone number). By providing such personal information and business information to us, you verify that such information is true and accurate as of the date of submission.

PRIVACY POLICY

We seek to respect your privacy and permit you to control the treatment of your personal information and business information. A complete statement of our current Privacy Policy can be found here: <https://www.SimpliBuzz.com/privacy>. Our Privacy Policy is expressly incorporated into these Terms of Service by reference.

When you open an account to use or access certain portions of our Services, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a user name and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, user name, or password at any time. You agree to notify us immediately of any unauthorized use of your account, user name, or password. We are not liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by our Company and its affiliates and each of their representatives, officers, directors, managers, members, employees, consultants, agents, and representatives due to someone else's use of your account or password.

In connection with your use of our Services, you may be asked to provide personal information in a questionnaire, application, form, or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant us a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish, and translate this personal information for the purpose of enabling your use of the Services. You may revoke this license and terminate rights held by our Company at any time by removing your personal information as set forth in the Privacy Policy.

ACCESSING OUR SERVICES AND ACCOUNT SECURITY

We reserve the right to withdraw or amend our Services, and any functionality or material we provide through our Services, in our sole and absolute discretion, without notice. We will not be liable if, for any reason, all or any part of our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Services, or the entirety of our Services, to users, including registered users.

You are responsible for:

- making all arrangements necessary for you to have access to our Services; and
- ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and comply with them.

To access our Services, you may be asked to provide certain registration details or other information. If such registration is required, it will be a condition of your use of our Services that all the information you provide in connection with our Services is correct, current, and complete. You agree that all information you provide to register with our Services or otherwise, including, without limitation, through the use of any interactive features of our 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 user name, 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. If registration is required for

access to our Services, you agree: (a) that your account is personal to you and agree not to provide any other person with access to our Services or portions of it using your user name, password, or other security information; (b) to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security; and (c) to ensure that you exit from your account at the end of each session. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole and absolute discretion, for any or no reason, including, if, in our opinion, you have violated any provision of these Terms of Service.

INTELLECTUAL PROPERTY RIGHTS

Our Services (including, without limitation, all aggregate and derivative data, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by our Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material accessed through our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device; provided, however, that you agree to be bound by our end user license agreement or similar agreement for such applications; and
- If we provide social media features through our Services with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from our Services;
- Use any illustrations, photographs, video, or audio sequences or any graphics separately from the accompanying text; or
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from our Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Services in breach of these Terms of Service, your right to use our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to our Services or any Company content is transferred to you, and all rights not expressly granted are reserved by our Company. Any use of our Services not expressly permitted by these Terms of Service constitutes a breach of these Terms of Service and may violate copyright, trademark, and other laws.

TRADEMARKS

Our Company's name and certain other names, logos, and phrases used in connection with our Services, and all related names, logos, product and service names, designs, and slogans are trademarks of our Company or its affiliates or licensors. You will not use such marks without the prior written permission of our Company. All other names, logos, product and service names, designs, and slogans used in connection with our Services are the trademarks of their respective owners.

PROHIBITED USES

You may use our Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use our Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the terms set forth in these Terms of Service;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", or "spam", or any other similar solicitation;
- To impersonate or attempt to impersonate our Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm our Company or users of our Services or expose them to liability.

Additionally, you agree not to:

- Use our Services in any manner that could disable, overburden, damage, or impair our Services or interfere with any other party's use of our Services, including such person's ability to engage in real time activities through our Services;
- Use any robot, spider, or other automatic device, process, or means to access our Services for any purpose, including monitoring or copying any of the material provided through our Services;
- Use any manual process to monitor or copy any of the material provided through our Services or for any other unauthorized purpose without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of our Services;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of our Services, the server on which our Website is stored, or any server, computer, or database connected to our Services;
- Attack our Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of our Services.

USER CONTRIBUTIONS

Our Services may contain message boards, chat features, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, "**User Contributions**") on or through our Services.

All User Contributions must comply with the Content Standards set out in these Terms of Service.

Any User Contribution you post through our Services will be considered non-confidential and non-proprietary. By providing any User Contribution within our Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
- All of your User Contributions do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not our Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of our Services.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason, in our sole and absolute discretion;
- Take any action with respect to any User Contribution that we deem necessary or appropriate, in our sole and absolute discretion, including if we believe that such User Contribution violates these Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of our Services or the public, or could create liability for our Company;
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- Take appropriate legal action, including, without limitation, referral to law enforcement for any illegal or unauthorized use of our Services; and
- Terminate or suspend your access to all or part of our Services for any or no reason, including, without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our Services. YOU

WAIVE AND HOLD HARMLESS OUR COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY OUR COMPANY OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER OUR COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on our Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section entitled “Monitoring and Enforcement; Termination.”

CONTENT STANDARDS

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- 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 be in conflict with these Terms of Service and our Privacy Policy;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or 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.

COPYRIGHT INFRINGEMENT; DMCA NOTICES

If you believe that any User Contributions violate your copyright, you must send us a notice of copyright infringement and we will take appropriate actions as required by the Digital Millennium Copyright Act (the “DMCA”) and other applicable intellectual property laws. It is the policy of our Company to terminate the user accounts of repeat infringers. To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): (1) Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material (4) Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

RELIANCE ON INFORMATION POSTED

The information presented on or through our Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Services, or by anyone who may be informed of any of its contents.

Our Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by our Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of our Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Certain content expresses the views of our Company and its employees and agents only and no other person or entity. Reliance on such content will be on an “as is” basis. You may not rely on the quality, accuracy, or reliability of any content.

CHANGES TO OUR SERVICES

We may update the content of our Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material provided through our Services may be out of date at any given time and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR USE OF OUR SERVICES

All information we collect through our Services is subject to our Privacy Policy. By using our Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

LINKING TO OUR WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, so long as 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.

Our Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on our Website;
- Send e-mails or other communications with certain content, or links to certain content, on our Website; or
- Cause limited portions of content on our Website 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, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause our Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site;
- Link to any part of our Website other than the homepage; or
- Otherwise take any action with respect to the materials on our Website that is inconsistent with any other provision of these Terms of Service.

Our Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM OUR SERVICES

If our Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked within our Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS

The owner of our Services is based in the State of Arizona in the United States. We provide our Services for use only by persons located in the United States. We make no claims that our Services or any of its content are accessible or appropriate outside of the United States. Access to our Services may not be legal by certain persons or in certain countries. If you access our Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or our Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means

external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF OUR SERVICES, CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES IS AT YOUR OWN RISK. OUR SERVICES, CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER OUR COMPANY NOR ANY PERSON ASSOCIATED WITH OUR COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, OR AVAILABILITY OF OUR SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER OUR COMPANY NOR ANYONE ASSOCIATED WITH OUR COMPANY REPRESENTS OR WARRANTS THAT OUR SERVICES, CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES OUR SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT OUR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

OUR COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

OBTAINING ANY MATERIALS THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE WILL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

LIMITATION ON LIABILITY

IN NO EVENT WILL OUR COMPANY, ITS AFFILIATES, OR ANY OTHER RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MANAGERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT PROVIDED THROUGH OUR SERVICES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. SUCH LIMITATION OF LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THESE TERMS OF SERVICE AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless our Company, its affiliates, subsidiaries, licensors, and service providers, and each of its and their respective officers, directors, managers, members, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Service or applicable law, your products, services, and content, or your use of our Services.

DISPUTE RESOLUTION BY BINDING ARBITRATION; GOVERNING LAW

Please read this binding arbitration requirement carefully. It affects your rights. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service, our Privacy Policy, or our Services will be instituted exclusively according to this binding arbitration provision. You agree to arbitrate **ALL DISPUTES AND CLAIMS** between us arising out of or relating to these Terms of Service, our Privacy Policy, and our Services (each, a “**Dispute**”) and that all Disputes will be processed pursuant to this binding arbitration agreement. The types of Disputes we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to: (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (b) claims that arose before these or any prior Terms of Service (including, without limitation, claims relating to advertising); (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (d) claims that may arise after the termination of these Terms of Service.

For the purposes of this arbitration agreement, references to our Company and “us” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or Use or any prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY AGREEING TO THESE TERMS OF SERVICE, YOU AND OUR COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** These Terms of Service evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act (“**FAA**”) governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms of Service.

A party who intends to seek arbitration must first send, by U.S. certified mail, a written notice of any Dispute (“**Notice**”) to the other party. A Notice to our Company should be addressed to the address set forth on our Website and must describe the nature and basis of the Dispute and set forth the specific relief sought (“**Demand**”). If our Company and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or our Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by our Company or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or our Company is entitled.

All unresolved Disputes will be determined and settled by binding arbitration before an independent arbitrator selected by the parties. The arbitration hearing will occur at a time and place convenient to the Parties in Maricopa County, Arizona, within 30 days of selection or appointment of the arbitrator. The arbitration will be governed by applicable rules of the American Arbitration Association (“**AAA**”) in effect on the date of the first notice of demand for arbitration. Notwithstanding any provisions in such rules to the contrary, the arbitrator will issue findings of fact and conclusions of law, and an award, within 15 days of the date of the hearing, unless the parties otherwise agree. The Parties will select the arbitrator from a panel list made available by the AAA. If the Parties are unable to agree to an arbitrator within ten days of expiration of the 30-day negotiation period referenced above, the arbitrator will be chosen by alternatively striking from a list of five arbitrators obtained by our Company from the AAA. The party that delivered the Notice will have the first strike.

The prevailing or successful party to any Dispute is entitled to recover all expenses of arbitration, including, without limitation, reasonable attorneys’ fees, witness fees, administrative fees, and arbitrator’s fees.

You waive any and all objections to the exercise of jurisdiction over you by any courts and to venue in such courts pursuant to the foregoing arbitration agreement.

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

LIMITATION ON TIME TO FILE CLAIMS

ANY DISPUTE OR OTHER CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR OUR SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver of or by our Company of any term or condition set forth in these Terms of Service will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of our Company to assert a right or provision under these Terms of Service will not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

ENTIRE AGREEMENT

These Terms of Service and our Privacy Policy constitute the entire agreement between you and our Company with respect to our Services and your use of our Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to our Services and your use of our Services.

ACKNOWLEDGEMENT

BY USING OR ACCESSING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

YOUR COMMENTS AND CONCERNS

Our Services are provided by BEE SOCIAL ENTERPRISES, LLC.

All DMCA notices and other notices of copyright infringement claims should be directed to: helpme@SimpliBuzz.com.

All other feedback, comments, requests for technical support, and other communications relating to our Services should be directed to: helpme@SimpliBuzz.com.

Thank you for choosing SimpliBuzz.