

**buzz boxx :: Terms + Conditions**  
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**Introduction**

buzz boxx is a company that provides positive, “social fun for all.” Our intent is simple – to bring people together socially and not push them apart. The buzz boxx Site and our Services are a continued, compilation of submissions from our visitors, customers, and members for popular and universal, social themes – pickup lines, date ideas, and truth or dares. The ideas are published on the Site and Services and are sometimes re-written by our editors. (We do get some eye-popping submissions.) Our Site also includes a retail site where we sell our Products supporting these social themes. Our Site, Services, and Products are intended to make you laugh and smile and take a break from being all grown-up and too serious. And yes, we do get some submissions that include profanity or may be seen as objectionable by the moral right wing. If this offends you in any way, then you are free to choose not to visit or participate. We stand firmly behind the First Amendment and our Freedom of Speech.

**Legal terms**

The firm, buzz boxx, LLC, is the editor for the content at buzz boxx. Users are the writers for the original contributions, which may or may not be edited by the buzz boxx editors, before being published on this site or included in other product forms. buzz boxx LLC is located in San Francisco, California.

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**No Automated Querying**

You may not send automated queries of any sort to the buzz boxx system to our Site or Services without express permission in advance from buzz boxx.

You are not allowed to copy, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, or modifying the Site or Services in any manner. (Just not cool y'all.)

### **Changes In Terms and Conditions and buzz boxx Site or Services**

We may modify or terminate our content or Site and Services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms and Conditions from time to time without notice. Please review these Terms and Conditions from time to time so that you will be apprised of any changes.

### **Trademarks, Names and Logos**

All trademarks, names and logos used on this Site or delivered via buzz boxx Services are owned by buzz boxx (unless otherwise stated). Note, certain brand names that are trademarked and incorporated into any idea submissions are rightfully owned and legally protected by their corporate owners. Your use of this Site or Services and content does not allow you to infringe those rights or the rights of the third parties which may exist in material contained in this Site or Services. No license is expressly impliedly granted within or as a result of your use of the buzz boxx Site or Services or any content. Without the prior permission from buzz boxx, you agree not to display or use in any manner, the buzz boxx trademarks, names and logos.

### **Our Privacy Policy.**

This Privacy Policy discloses the privacy practices of the buzz boxx, this Site, and our Services. Specifically, this outlines the types of information that we gather about you while you are using this Site or Services, and the ways in which we use and share this information.

**We will not use the information that we collect while you are using the buzz boxx Site or Services, nor will we authorize third parties to use such information, to mail or e-mail promotional offers directly to you unless you have specifically informed us that you would like to receive such promotional offers.**

Please read this Privacy Policy carefully. By visiting and using the Site or Services, you agree that your use of our Site and Services, and any dispute over our online privacy practices, is governed by this Privacy Policy and of Terms of use. Because the Web is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we'll post the revised Privacy Policy on this website and other services and update the Last Updated date to reflect the date of the changes. By continuing to use the Site or Services after we post any such changes, you accept the Privacy Policy as modified.

### **What Information is Collected About Visitors?**

The information that we collect about you while you are using the Site or Services falls into two general categories, as described below. The information we collect may be collected directly by us, or it may be collected by a third-party

website hosting provider, or another third-party service provider, on behalf of buzz boxx.

#### 1. Information You Provide to Us.

We may collect and store information, including personally-identifiable information (such as your name, postal address or e-mail address), or other information, that you voluntarily supply to us either while on the Site or Services or in responding via e-mail or SMS/Text in connection with a feature provided on the Site or Services. Some examples of this type of information include information that you electronically submit when you contact us with questions, information that you post on blogs, discussion forums or other community posting and social networking areas on our Site or Services, information that you electronically submit when you complete an online or mobile registration form to access and use certain features of our Site or Services, and information contained in search requests or questions that you submit to the Site or Services. If you decline to supply or provide us with certain information while using the Site or Services, you may not be able to use or participate in some or all of the features offered through the Site or Services.

#### 2. Information that is Automatically Collected.

We also collect and store non-personally identifiable information that is generated automatically as you navigate through the Site or Services. For example, we may collect information about your computer's connection to the Internet, which allows us, among other things, to improve the delivery of our web pages to you and to measure traffic on the Site. We also may use a standard feature found in browser software called a cookie to enhance your experience with the Site or Services. Cookies are small files that your web browser places on your hard drive for record-keeping purposes. By showing how and when visitors use the Site or Services, cookies help us deliver advertisements, identify how many unique users visit us, and track user trends and patterns. They also prevent you from having to re-enter your preferences on certain areas of the Site or Services where you have entered preference information before. This Site and Services also may use web beacons (single-pixel graphic files also known as transparent GIFs) to access cookies and to count users who visit the Site or open our HTML-formatted e-mail messages.

If you want to limit the non-personally identifiable information that is automatically collected while you use our Site or Services, most Web browsers allow you to disable cookies. To disable cookies using Mozilla Firefox, select "Options" under the "Tools" menu. To disable cookies using Internet Explorer, select "Internet Options" under the Tools menu and click on "Privacy." Select "High" or "Block All Cookies." To disable cookies using Apple Safari, select "Preferences" under the "Safari" menu, then select "Security" for controlling your Cookies. For Google Chrome, select "Preferences" under "Chrome" menu then click "Content Settings" within the "Privacy" section for selecting your Cookie options. You can disable all

cookies there. If you choose to disable cookies, you may not be able to use or participate in some or all of the features offered through the Site or Services.

### **How is this Information Used?**

We use the information we collect from you while you are using the buzz boxx Site or Services in a variety of ways, including, for example, to process your registration request, provide you with services and communications that you have requested, customize features and advertising that appears on the Site or Services, deliver our Site and Services content to you, measure Site or Services traffic, measure user interests and traffic patterns, and improve the Site and the services and features offered via the Site or our other Services.

We will not use the information that we collect while you are using the Site or Services, nor will we authorize third parties to use such information, to mail or e-mail promotional offers directly to you unless you have specifically informed us that you would like to receive such promotional offers.

Otherwise, we may share information we collect while you are using the Site or Services with our affiliates and with trusted third-party service providers who assist us in providing services. If you do not wish your personally identifiable information to be used or shared for these purposes, send a message to [contact@buzzboxx.com](mailto:contact@buzzboxx.com).

For information about use of your information by us and by third-party advertising service providers for advertising and by, please see the section "Data Collected in Connection with Ad Serving and Targeting."

Our Site and Services may also include links to other websites and provides access to products and services offered by third parties, whose privacy policies we do not control. When you access another website or purchase products or services from a third party Site, use of any information you provide is governed by the privacy policy of the operator of the site you are visiting or the provider of such products or services.

Please be aware that we may occasionally release information about visitors if required to do so by law or if, in our business judgment, such disclosure is reasonably necessary: (a) to comply with legal process; (b) to enforce our Terms of Service; or (c) to protect the rights, property, or personal safety of our Site, our Services, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

Please also note that as our business grows, we may buy or sell various assets. In the unlikely event that we sell some or all of our assets, or our Site or Services, are acquired by another company, information about our Site and Services users may be among the transferred assets.

### **Data Collected in Connection with Ad Serving and Targeting**

We may use cookies, web beacons and similar technologies, and/or a third-party ad serving software, to collect non-personally identifiable information about site users and site activity, and we may use this information to, among other things, serve targeted advertisements on this site or our services. The information collected allows us to analyze how users use the site or services and to track user interests, trends and patterns, thus allowing us to deliver more relevant advertisements to users.

We also may use third-party service providers to target and serve some of the advertisements you see on the pages of our Site and Services, and these providers likewise may use their own cookies, web beacons and similar technologies to collect non-personally identifiable information from our Site or Services. These service providers may use that information, sometimes in conjunction with similar non-personally identifiable information gathered through other websites, to deliver advertisements on this Site or Services, and on other websites that participate in our service providers' advertising networks, that are tailored to match the perceived interests of consumers. This information also may be used to help measure and research an advertisement's effectiveness, or for other purposes.

The data collected in connection with the ad serving and ad targeting on our Site or Services does not identify you personally and does not include your name, address, e-mail address or telephone number, but it may include the IP address of your computer.

### **Information You Post to Blogs, Discussion Forums and Other Community Posting or Social Networking Areas**

Please keep in mind that whenever you voluntarily make your personal information or other private information available for viewing by third parties online - for example on blogs, discussion forums, or other community posting or social networking areas of our Site or Services - that information can be seen, collected and used by others besides us. We cannot be responsible for any unauthorized third-party use of such information.

### **Children's Privacy Statement**

This children's privacy statement explains our practices with respect to the online collection and use of personal information from children under the age of 13.

This Site and our Services are not directed to children under the age of thirteen and we do NOT knowingly collect personally identifiable information from children under the age of 13 as part of the Site or Services. We screen users who wish to provide personal information in order to prevent users under the age of 13 from providing such information. If we become aware that we have inadvertently received personally identifiable information from a user under the age of 13 as part of the Site or Services, we will delete such information from our records. Because we do not collect any personally identifiable information from children

under the age of 13 via the Site or Services, we also do NOT knowingly distribute such information to third parties. We do NOT knowingly allow children under the age of 13 to publicly post or otherwise distribute personally identifiable contact information through the Site or Services.

Because we do not collect any personally identifiable information from children under the age of 13 via the Site or Services, we do NOT condition the participation of a child under 13 in the Site's online activities or with our Services on providing personally identifiable information.

### **How To Make Changes to Your Information**

If you are a registered member of our Site or Services, you will be able to make changes to your account information by logging in to the Site and using the account tools available via the Site. If you have subscribed to one or more of our e-mail newsletters, you will also be able to change your subscriber information, modify your subscriptions, and/or unsubscribe from these newsletters at any time by visiting your account member's editing form. Stay tuned.

### **Storage of Information**

All information we gather on our Site or Services is stored within a database to which only we and our hosting services provider are provided access. However, as effective as the reasonable security measures implemented by us may be, no physical or electronic security system is impenetrable. We cannot guarantee the security of our Services' or Site's servers or databases, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet

### **Charges**

The buzz boxx Site and Services content is currently free to all members and visitors. buzz boxx reserves the right to add charges to this Site and Services as well as for any new products or new features we develop as we see fit. Of course, we'll notify you of these new features, new Services, or new products offered and give you the option to subscribe for any fee-based charge.

### **Submissions**

We welcome your idea submissions, comments, and suggestions regarding the social themes as well as our Site or Services. However, any ideas, comments, feedback, notes, messages, suggestions or other communications (collectively, "Comments") sent by you to buzz boxx shall be and remain the exclusive property of buzz boxx. Your Comments shall constitute an assignment to buzz boxx of all worldwide right, title and interest in all copyrights and other intellectual property rights in the Comments you submit. buzz boxx will be entitled to use, reproduce, disclose, publish and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not submit any new ideas or send us any Comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. You agree not to submit any ideas or

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SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, under no circumstances shall buzz boxx or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### **Miscellaneous Provisions**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of

competent jurisdiction finds any provision or portion of the Terms and Conditions to be unenforceable, the remainder of the Terms and Conditions will continue in full force and effect.

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by buzz boxx.

**Questions Regarding Privacy**

If you have questions or concerns about this Privacy Policy, our privacy practices, or your dealings with us, please contact us by writing to: [contact@buzzboxx.com](mailto:contact@buzzboxx.com). We'll be happy to respond.

Thank you for reading all of this legal stuff and have a really good day!