

ExistSocial Terms of Use

1. Accepting these Terms

These documents constitute our Terms of Use (the “Terms” for short). The Terms are a legal contract between you and Codera LLC, owner of ExistSocial services, hereafter designated ExistSocial.

This contract lists your rights and responsibilities when using the services provided by ExistSocial (including our website, mobile apps, etc; collectively our “Services”). By using any of our Services (even just browsing our website), you’re agreeing to the Terms. If you don’t agree with the Terms, you may not use the Services.

2. Services

The ExistSocial Services allows businesses and organization the ability to use the white label social platform. This document is intended to help you understand the specific rules that are relevant for you, depending on how you use the Services:

All of these policies are a part of our Terms, so be sure to read the ones that are relevant for you. Of course, you’ll still want to read the rest of this document because it applies to everyone.

3. Your Privacy

We value the privacy of our users. Our [Privacy Policy](#) covers how your information is used when you use our Services, and it’s also a part of our Terms, so please read it.

4. Your Account with ExistSocial

You’ll need to create an account with ExistSocial to use some of our Services, including posting content. Here are a few rules about accounts with ExistSocial:

A. Age Requirements.

You must be 13 or older to use our Services. Otherwise, you may only use our Services under the supervision of a parent or legal guardian. To get a Business Account to use the white label software or to list Ecommerce products to sell on the platform, you must be at least 18 years of age.

B. Accurate Information.

You must provide accurate information about yourself and your business. It is unacceptable to provide false information or impersonate another person or company through your account. Doing so might result in termination of your account.

C. Account Responsibility.

You're solely responsible for any activity on your account. If this account is shared, then the person whose billing information is on the account will ultimately be responsible for all activity. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, ExistSocial prohibits the creation of an account for anyone other than yourself. An authorized representative for a business entity may create a social networking account. If you're registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business.

You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service. Please note, ExistSocial accounts are not transferable.

D. Password Protection.

As we mentioned above, you're solely responsible for any activity on your account, so it's important to keep your account password secure. Should your account be hacked you will not be held accountable for activity made by another party. You agree that you will not solicit, collect or use the login credentials of other ExistSocial users.

E. Abuse.

You must not stalk, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

F. Illegal Use.

You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your Content (defined below), including but not limited to, copyright laws.

G. Spam.

You must not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (ie "spam") to any ExistSocial users.

H. Malware and Viruses.

You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any ExistSocial page is rendered or displayed in a user's browser or device.

I. Fake Account and Scraping

You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

J. Relationship with ExistSocial

These Terms don't create any partnership, joint venture, agency, employment or franchisee relationship between you and ExistSocial.

K. Violation of Terms.

Violation of these Terms of Use may, in ExistSocial's sole discretion, result in termination of your ExistSocial account. You understand and agree that ExistSocial cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for ExistSocial, we can stop providing all or part of the Service to you.

5. Content

All posts, photos, videos, ecommerce products, chats, and any other content that you post using our Services ("Your Content").

A. Responsibility for Your Content.

You understand that you are solely responsible for Your Content. By submitting content to ExistSocial you represent that you have all rights to Your Content and that you're not infringing or violating any third party's rights by posting it. You are also responsible to ensure that all offerings, products, and events are legitimate and properly delivered to the purchaser.

B. Permission to Use Your Content.

By posting Your Content through our Services, you grant ExistSocial a license to use it. We don't claim any ownership to Your Content, but we have your permission to use it to help ExistSocial function and grow. This includes the right to determine where the content is viewable (what social feeds/ranking it appears in) and how users interact with it. Your content is also governed by our [Privacy Policy](#).

D. Reporting Unauthorized Content.

If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please notify us. If your Content infringes another person's intellectual property, we will remove it if we receive proper notice. You may also be liable for damages to one or more third parties, as well as potential damages to ExistSocial.

E. Inappropriate, False or Misleading Content.

There are specific types of content we don't want posted on ExistSocial's Services both for legal reasons and to preserve the type of culture and environment we want to create on ExistSocial. You agree that you will not post any content that is illegal, abusive, violent, threatening, defamatory, obscene, pornographic, sexually suggestive, is in violation of any intellectual property rights of the Company or any third party, or any part of our Terms. You also agree not to post any content that is to use the Services in a manner that is fraudulent or deceptive.

6. Your Use of Our Services

A. License to Use Our Services.

We grant you a limited, non-exclusive, non-transferable and revocable license to use our Services—subject to the Terms and the following restrictions in particular:

B. Don't Use Our Services to Break the Law.

You agree that you will not violate any laws in connection with your use of the Services. This includes any local, state, federal and international laws that may apply to you. For

example, it's your responsibility to obtain any permits or licenses that your shop requires. You may not sell any illegal materials and shall not commit fraud, theft or any other crimes against ExistSocial, another ExistSocial user, or a third party.

C. Pay Your Bills.

You are responsible for paying all fees that you owe to ExistSocial. You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Services.

D. Respect Our Code

You agree not to “crawl,” “scrape,” or “spider” any page of the Services or to reverse engineer, decompile, or disassemble or attempt to obtain the source code of the Services. You also agree not to impersonate ExistSocial or use any other method or technology to attempt to represent or mislead others to believe you are ExistSocial including scripts, iframes, bots, etc. You also agree not to attempt to disrupt our Services, eg by distributing a virus or other harmful computer code.

E. Trademark Policy.

The name “ExistSocial,” and the other ExistSocial marks, phrases, logos and designs that we use in connection with our Services, are trademarks, service marks or trade dress of ExistSocial in the U.S. and other countries. You agree to not include any trade name, trademark, service mark, domain name, social media identifier, of ExistSocial or any variant or misspelling, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. You cannot imply an endorsement, relationship, affiliation with, or sponsorship between you and ExistSocial.

F. Share Your Ideas.

We love you sharing ideas to help us improve the ExistSocial network and our Services. Any unsolicited ideas or other materials you submit to ExistSocial (not including Your Content or items you sell through our Services) are considered non-confidential and nonproprietary to you. You grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and implement those ideas, as well as publish them, without compensation to you. If you would like a specific feature or concept done exclusively please request a Non-Disclosure Agreement by contacting info@madebycodera.com.

G. Online Correspondence and Agreements.

ExistSocial will correspond and transmit certain legal information. By using our Services, you're agreeing to transmit information electronically instead of mailing paper copies and that your electronic agreement is the same as your signature on paper.

7. Rights and Conditions

A. Refusing Access.

We reserve the right to refuse access to the Service to anyone for any reason at any time.

B. Username Forfeiture

We reserve the right to force forfeiture of any username for any reason.

C. Content Moderation

We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these Terms of Use. Also, ExistSocial reserves the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by ExistSocial, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. Consequently, ExistSocial encourages you to maintain your own backup of your Content. In other words, ExistSocial is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage.

E. No Guarantee of Services

Although it is ExistSocial's intention for the Service to be available as much as possible, there will be conditions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. ExistSocial will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure

8. Termination

A. Termination By You.

We hope you never have a reason to leave! However, should you decide to go, understand that terminating your account may or may not affect the availability of your Content that you posted through the Services prior to termination.

B. Termination By ExistSocial.

We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, at our sole discretion and without advance notice. Having an account does not provide you a contractual or legal right to continual use of our Services. ExistSocial may refuse service to anyone, at any time, for any reason. Termination of your account may mean loss of any information associated with your account, including your Content. These Terms will remain in effect even after your access to the Service is terminated, or your use of the Service ends.

9. Warranties and Limitation of Liability

A. Purchased Items.

You understand that ExistSocial does not manufacture, store or inspect any of the products, services, coupons, deals, etc (collectively “Offers”) sold through business accounts on our Services. We provide the storefront; the items in our storefronts are produced and sold and redeemed directly by independent sellers, so ExistSocial cannot and does not make any warranties about their quality, safety or even their legality. Any legal claim related to an item you purchase must be brought directly against the seller of the item. You release ExistSocial from any claims related to Offers sold through our Services, including for defective items, misrepresentations by sellers, or redemption issues or items that caused physical injury (like product liability claims).

B. Content.

You release ExistSocial from all liability associated with content. We make no representations concerning any content posted by users through the Services. ExistSocial is not responsible for the accuracy, copyright compliance, legality or decency of content posted by users that you accessed through the Services.

C. Social Interactions.

You can use the Services to interact with other individuals. You release us from all liability relating to your interactions with other users. Exercise caution, prudence and good judgment in all interactions with others, most especially if you decide to meet someone in person for whatever reason.

D. Third-Party Services.

Our Services may contain links to third party websites or services that we don't own or control. When you access these third party services, you do so at your own risk. The

third parties may require you to accept their own terms of use. ExistSocial is not the owner or a party to those agreements; they are solely between you and the third party.

E. Warranty.

ExistSocial is dedicated to providing the best possible Services, but, despite these efforts, things can still go wrong. Our Services are provided 'as is' without an express or implied warranties. ExistSocial does not guarantee that: (i) the Services will be secure or available at any particular time or location; (ii) any defects or errors will be corrected; (iii) the Services will be free of viruses or other harmful materials; or (iv) the results of using the Services will meet your expectations. You use the Services solely at your own risk. Some jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

F. Liability Limits.

To the fullest extent permitted by law, neither ExistSocial, nor our employees or directors shall be liable to you for any lost profits or revenues, or for any consequential, incidental, indirect, special or punitive damages arising out of or in connection with the Services or these Terms.

10. Indemnification

In the event that ExistSocial is sued because of something you did, you agree to defend and indemnify us. You agree to hold us harmless from any legal claim or demand (including reasonable attorney's fees) that arises from your actions, your use (or misuse) of our Services, your breach of the Terms or your account's infringement of someone else's rights. We maintain and reserve the right to choose and appoint our own legal and defense counsel and you agree to cooperate with our counsel in executing strategy.

11. Disputes with Other Users

If you find yourself in a dispute with another user of ExistSocial's Services or a third party, we encourage you to contact the other party and try to resolve the dispute amicably. ExistSocial has no obligation to resolve any disputes. You release ExistSocial from any claims, demands and damages arising out of disputes with other users or parties.

12. Disputes with ExistSocial

If you're upset with us, let us know, and hopefully we can resolve your issue. But if we can't, then these rules will govern any legal dispute involving our Services:

A. Governing Law.

The Terms are governed by the laws of the State of Idaho, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live.

B. Arbitration.

Any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and ExistSocial are each waiving the right to trial by jury or to participate in a class action.

Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by an arbitrator.

If you are a government agent or entity in the United States using the Services in your official capacity, and you are legally unable to agree to the clauses in this section, then those clauses do not apply to you. In that case, the Terms and any action related to the Terms will be governed by the laws of the United States (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Idaho.

13. Changes to the Terms

These terms may be updated at any time. These changes will be posted to the website. Please review them and decide whether you want to continue using the Services. Changes will be effective upon the posting of the changes. You are responsible for reviewing any changes. Your use of the Services following the changes constitutes your acceptance of the updated Terms.

14. Supersede

The Terms supersede any other agreement between you and ExistSocial regarding the use of the Services. If any part of the Terms is found to be unenforceable, that part will be limited to the minimum extent necessary so that the Terms will otherwise remain in full force and effect. Any lack of enforcement of any part of the Terms is not a waiver of our right to enforce that, or any other part of the Terms at a later time. We may assign any of our rights and obligations under the Terms.

15. Contact Information

Please send any questions regarding the terms to “info@madebycodera.com”