

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 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. 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. 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. 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) 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. 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.