

# Business Terms

## 1. Our Service

Social Ocean helps everyone find the health and beauty products they love. To do that, we want businesses like yours to bring your product and brand content to our platform.

## 2. Using Social Ocean

### a. Who can use Social Ocean.

You may use our Service only if you can legally form a binding contract with Social Ocean and only in compliance with these Terms and all applicable laws. When you create your Business account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 13 is prohibited. If you open an account on behalf of a company, organization or other entity, (a) “you” includes you and that entity and (b) you promise that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and you agree to these Terms on the entity’s behalf. Part of our Service may include software that is downloaded to your computer, phone, tablet or other device. You agree that we can update that software automatically and that these Terms will apply to any updates.

### b. Our license to you.

Subject to these Terms and our policies, we grant you a limited, non-exclusive, non-transferable and revocable license to use our Service.

## 3. Your Content

### a. Posting content

Social Ocean allows you to post content, including photos, comments, links and other materials. Anything you post or otherwise make available on Social Ocean is referred to as “User Content”. You retain all rights in, and are solely responsible for, the User Content you post to Social Ocean.

### b. How Social Ocean and other users can use your content

You grant Social Ocean and our users a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform and distribute your User Content on Social Ocean solely for the purposes of operating, developing, providing and using the Service. Nothing in these Terms shall restrict other legal rights that Social Ocean may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content, or change the way it is used

in the Service, for any reason, including User Content that we believe violates these Terms, our Community Guidelines or any other policies.

c. How long we keep your content for

Following termination or deactivation of your account, or if you remove any User Content from Social Ocean, we may retain your User Content for a reasonable period of time for backup, archive or audit purposes. Furthermore, Social Ocean and our users may retain and continue to use, store, display, reproduce, save, modify, create derivative works, perform and distribute any of your User Content that other users have stored or shared on the Social Ocean Service.

d. Your responsibility for your content:

i. To Social Ocean and our community.

Social Ocean provides a place for you and other users to discover and share products you love. To keep it that way, you must abide by our policies and community guidelines. You must not post User Content that violates or encourages any conduct that violates laws or regulations, including but not limited to laws or regulations applicable to your line of business, and laws or regulations applicable to advertising. You are responsible for User Content and any third-party content posted on your profile, and you represent and warrant that User Content and any third-party content posted on your profile comply with all applicable laws and regulations. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license or otherwise use our Service without our permission.

ii. To third parties.

Social Ocean respects the rights of third-party creators and content owners and expects you to do the same. You therefore agree that any User Content you post to Social Ocean does not and will not violate any laws or infringe the rights of any third party.

e. Feedback you provide

We value hearing from our users and are always interested in learning about ways we can make Social Ocean more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Social Ocean does not waive any rights to use similar or related feedback previously known to Social Ocean, developed by its employees or obtained from sources other than you.

## **4. Copyright Policy**

Social Ocean has adopted and implemented the Social Ocean Copyright Policy in accordance with the Digital Millennium Copyright Act and other applicable copyright laws.

## **5. Security**

We care about the security of our users. While we work to protect the security of your content and account, Social Ocean cannot guarantee that unauthorized third parties will not be able to defeat our security measures. We ask that you keep your password secure. Please notify us immediately of any compromise or unauthorized use of your account. For accounts created on behalf of a company, organization or other entity, you are responsible for ensuring that only authorized individuals have access to the account.

## **6. Third-party links, sites and services**

Social Ocean may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Social Ocean. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products or services. If you access any third-party websites, services or content from Social Ocean, you do so at your own risk and you agree that Social Ocean will have no liability arising from your use of or access to any third-party websites, services or content.

## **7. Termination or restriction of service**

Social Ocean may terminate, suspend, or restrict your right to access or use this Service for any reason with appropriate notice. To the extent permissible by law, we may terminate, suspend, or restrict your access or use immediately and without notice if we have good reason, including any violation of these Terms or our Community Guidelines or other policies. Upon termination, you continue to be bound by Sections 3, 4 and 8 of these Terms. You may terminate your account at any time.

## **8. Data**

In the ordinary course of our business, if you elect to permanently close your account, you will not be able to access information provided or generated by you once your account is terminated.

## **9. Indemnity**

You agree to indemnify and hold harmless Social Ocean and our respective officers, directors, employees and agents from and against any claims, suits,

proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Service, (b) your User Content or (c) your breach of any of these Terms.

## **10. Disclaimers**

Our Service and all content on Social Ocean is provided on an “as is” basis without warranty of any kind, whether express or implied.

SOCIAL OCEAN SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Social Ocean takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends using our Service. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose.

## **11. Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCIAL OCEAN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL SOCIAL OCEAN’S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE EXCEED THE GREATER OF ONE HUNDRED US DOLLARS (US \$100.00) OR THE AMOUNTS PAID BY YOU TO SOCIAL OCEAN FOR THE PAST THREE MONTHS FOR THE SERVICE.

## **12. Arbitration**

For any dispute you have with Social Ocean, you agree to first contact us and attempt to resolve the dispute with us informally. If we need to contact you, we will do so at the email address associated with your Business Account. If Social Ocean has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms through binding arbitration or (for qualifying claims) in small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery, and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and Social Ocean are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of this Agreement and the termination of your Business Account.

Any arbitration will be administered by the American Arbitration Association (“AAA”) under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at [www.adr.org](http://www.adr.org). Unless you and Social Ocean agree otherwise, the arbitration will be conducted in Orange County, California. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgement on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND SOCIAL OCEAN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. To the extent any claim, dispute or controversy regarding Social Ocean or our Service isn’t arbitrable under applicable laws or otherwise: you and Social Ocean both agree that any claim or dispute regarding Social Ocean will be resolved exclusively in accordance with Section 12 of these Terms.

### **13. Governing law and jurisdiction**

These Terms shall be governed by the laws of the State of California, without respect to its conflict of laws principles. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Orange County, California, and our dispute will be determined under California law.

If you're in the EU, these Terms shall be governed by the laws of England. The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is London, England, and our dispute will be determined under English law.

### **14. General Terms**

Notification procedures and changes to these Terms

Social Ocean reserves the right to determine the form and means of providing notifications to you and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our discretion, is material, we will notify you.

If you're in the EU, we will notify you of revisions at least 15 days before those changes take effect. We don't impose changes retroactively, so any change will be from its effective date forward.

By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Social Ocean without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Entire agreement/severability

These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with Social Ocean in connection with the Service, shall constitute the entire agreement between you and Social Ocean concerning the Service and supersede any prior terms you have with Social Ocean regarding the Service. If any provision of these Terms is deemed invalid, that provision will be limited or eliminated to the minimum extent necessary and the remaining provisions of these Terms will remain in full force and effect.

#### No waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Social Ocean's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

#### Parties

If you live in North America or South America, these Terms are a contract between you and Social Ocean Inc., 651 Brannan Street, San Francisco, CA 94107, USA. If you live outside North America or South America, these Terms are a contract between you and Social Ocean Europe Ltd., an Irish company with its registered office at Palmerston House, 2nd Floor, Fenian Street, Dublin 2, Ireland.

US government agencies: if you are a United States federal government agency, your use of Social Ocean is subject to these Terms and [this amendment](#).

US state and local government agencies: if you are a state or local government agency in the United States, [this amendment](#) applies to these Terms.

Effective April 17, 2022