



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

MEMO

TO: Jesse Bacon, Superintendent *JB*
FROM: John Roberts, PR Director *OR*
DATE: June 14, 2019
RE: Buffer – Social Media Management Service

At this time, I request the Board's approval to continue the use of **Buffer** Social Media Management Service. Please find the Terms of Service that has been reviewed by Joe Mills, Attorney. This service coincides with the work of Olivia McKinney, SmartFox for social media data monitoring for the district.

I request the Board's approval of this request. The invoice for 6 months is attached and the total cost for the year should not exceed \$1194.00 contingent upon the 50% for the second half of the 2019-2020 school year.

Should you need additional information, please feel free to contact me at 869-8170.

Attachments:

1. Buffer, Inc. – Terms of Service
2. Invoice: July 2019 – January 2020

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INVOICE

Bullitt County Public Schools

Invoice Date
May 17, 2019

Invoice Number
INV-1321

Buffer Inc
2443 Fillmore St
#380-7163
SAN FRANCISCO CA
94115
USA

Description	Quantity	Unit Price	Discount	Tax	Amount USD
Buffer Publish Medium Business Plan, 6 Months (educational)	1.00	1,194.00	50.00%	Tax Exempt	597.00
(Service period: 2 July 2019 - 1 January 2020)					
Subtotal (includes a discount of 597.00)					597.00
TOTAL USD					597.00

Due Date: Jul 1, 2019

Our terms of service can be viewed here: <https://buffer.com/terms>

**** Please take note of our new banking details below, thank you!****

For payments via bank/wire transfer, please remit payments to:

Account's Owner: Buffer, Inc
Bank: Bridge Bank a Division of Western Alliance
Full Account number: 8919025392
SWIFT Code: BBFXUS6S
Routing Number: 121143260
Bank Address: 55 Almaden Blvd, San Jose, CA 95113
Bank City: San Jose, CA
Country: United States of America
Buffer's Address on file: 44 Tehama Street, San Francisco, CA 94105
Buffer EIN: 80-0750238



Terms of Use

Last Updated: June 8, 2018

Welcome, and thank you for your interest in Buffer, Inc. ("**Buffer**," "**we**," or "**us**") and our website at **buffer.com**, along with our related websites, networks, applications, mobile applications, and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and Buffer regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING BUFFER'S PRIVACY POLICY AND ANY ADDITIONAL TERMS AND POLICIES BUFFER MAY PROVIDE FROM TIME TO TIME (TOGETHER, THESE "TERMS"). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND BUFFER'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY BUFFER AND BY YOU TO BE BOUND BY THESE TERMS.

Please read the Buffer Privacy Policy (<https://buffer.com/privacy>) carefully for information relating to our collection, use, storage, disclosure of your personal information. The Buffer Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

ARBITRATION NOTICE

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 hello@buffer.com.

4. General Payment Terms

Premium features of the Service will require you to pay fees upon registering for the applicable premium service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. Fees vary based on the plan, with different pricing schemes for individual users and organizations.

4.1 Price

Buffer reserves the right to determine pricing for the Service. Buffer will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information, located here:

<https://buffer.com/pricing>. Buffer may change the fees for any feature of the Service, including additional fees or charges, if Buffer gives you advance notice of changes before they apply. Buffer, at its sole discretion, may make promotional offers with different features and different pricing to any of Buffer's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

4.2 Authorization

You authorize Buffer to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Buffer, to the payment method specified in your account. If you pay any fees with a credit card, Buffer may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

4.3 Subscription Service and Cancellation Policy

The Service may include automatically recurring payments for periodic charges ("**Subscription Service**"). If you activate a Subscription Service, you authorize Buffer to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the

5.3 Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant Buffer an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. Ownership; Proprietary Rights

The Service is owned and operated by Buffer. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, templates, and all other elements of the Service ("**Materials**") provided by Buffer are protected by intellectual property and other laws. All Materials included in the Service are the property of Buffer or its third party licensors. Except as expressly authorized by Buffer, you may not make use of the Materials. Buffer reserves all rights to the Materials not granted expressly in these Terms.

7. Third Party Terms

7.1 Third Party Services and Linked Websites

Buffer provides tools through the Service that enable you to import and export information, including User Content, to and from third party services, including through features that allow you to link your account on Buffer with an account on a third party social network service, such as Twitter or Facebook. By using one of these tools, you agree that Buffer may transfer that information to and from the applicable third party service. Third party services are not under Buffer's control, and Buffer is not responsible for any third party service's use of your exported information. The Service may also contain links to third party websites. Linked websites are not under Buffer's control, and Buffer is not responsible for their content.

7.2 Third Party Software

Buffer disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

- a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Buffer and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Buffer, the Service, and these Terms;
- b) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Buffer to violate any law or regulation; and
- c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
- d) your User Content does not and will not contain Hateful Content, a Threat of Physical Harm, or Harassment

The following serves as a guide to help illustrate generally the types of content that fall within the scope of Buffer's policy on Hateful Content, Threats of Physical Harm, and Harassment, but is not exhaustive. This Section 8.4(d) does not limit any of our other rights or remedies provided herein. For the avoidance of doubt, your User Content may not include, and Buffer may remove or refuse to publish or promote any User Content that violates the terms or policies of any third party platform with which Buffer's Services integrate or interoperate.

Hateful Content includes:

- Any statement, image, photograph, or other content that in our sole judgment could be reasonably perceived to harm, threaten, demean, promote the harassment of, promote the intimidation of, or promote the abuse of others for any reason, including by reason of race, gender or gender identity, national origin, sexual orientation, religion, or otherwise.

A Threat of Physical Harm includes:

objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Buffer with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Buffer does not permit copyright-infringing activities on the Service.

8.6 Monitoring Content

Buffer does not control and does not have any obligation to monitor: (a) User Content; (ii) any content made available by third parties; or (iii) the use of the Service by its users. You acknowledge and agree that Buffer reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Buffer chooses to monitor the content, Buffer still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

9. Prohibited Conduct

BY USING THE SERVICE YOU AGREE NOT TO:

- use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law; or (iii) hacking, password “mining” or using any other illegitimate means of interference;
- modify or create derivatives of any part of the Service;
- interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware,

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- 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.

10.2 Repeat Infringers

It is Buffer's policy to promptly terminate the accounts of users that are determined by Buffer to be repeat infringers.

11. Modification of these Terms

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modifications will become effective upon the earlier of (a) your acceptance of the modified Terms, (b) your use of the Service with actual knowledge of the modified Terms, or (c) thirty (30) days following our publication of the modified Terms through the Service. Except as expressly permitted in this Section 11, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

12. Term, Termination and Modification of the Service

costs, arising out of or connected with: (a) your use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

14. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. BUFFER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BUFFER DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND BUFFER DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR BUFFER ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE BUFFER ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

HOWEVER, BUFFER DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT BUFFER IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BUFFER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

16.2 Exceptions

Despite the provisions of Section 16.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

16.3 Arbitrator

Any arbitration between you and Buffer will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Buffer. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

16.4 Notice of Arbitration; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Buffer’s address for Notice is: Buffer, Inc., 2443 Fillmore Street #380-7163, San Francisco, CA 94115. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Buffer may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Buffer must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved

notice within 30 days of the change to Buffer's address for Notice of Arbitration, in which case your account with Buffer will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

16.8 Enforceability

If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17.1 will govern any action arising out of or related to these Terms.

17. General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Buffer regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

17.1 Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and Buffer submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for resolution of any lawsuit or court proceeding permitted under these Terms.

17.2 Consent to Electronic Communications

Reply	Customers	Webinars	Browser	Salary
Analyze	Community	Tweet @ Us	Extension	Calculator
Pricing	Feedback	Status	Resource	Transparent
All-In-One	Careers	iOS App	Center	Salaries
	Nonprofits	Android App	Content	Revenue
	Press	Reply iOS	Library	Dashboard
		App	Email	Diversity
			Courses	Dashboard
			Stories	Product
			Creator	Roadmap
			Podcast	

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