



| It's about ALL kids.

Issue Paper

DATE:

July 17, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve a sales contract between Buffer, Inc and Dixie Heights High School for the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Buffer, Inc. will be used to manage the social media posts for Dixie Heights High School. Buffer will allow one post to be made that will then be posted on all approved social media in regards to Dixie Heights High School).

FISCAL/BUDGETARY IMPACT:

\$360.00 will be paid from SBDM instructional funds

RECOMMENDATION:

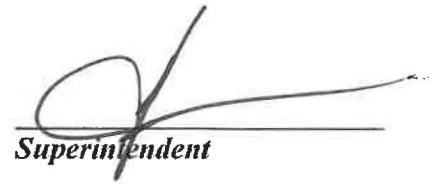
Approval a sales contract between Buffer, Inc. and Dixie Heights High School for the 2024-2025 school year.

CONTACT PERSON:

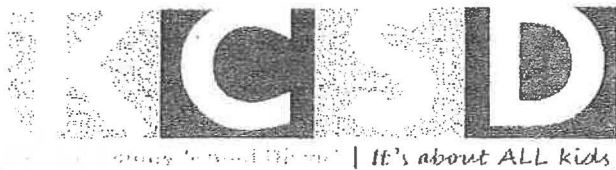
Andrew Wise/Teresa Catchen


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Buffer, Inc
Vendor Name

2443 Fillmore St #380-7163
Vendor Address

415-295-5970
Vendor Telephone

hello@buffer.com
Vendor Email Address


Signature by Vendor's Authorized Representative

Jenny Terry
Print Name

05/24/24
Date

**Addendum to
the Vendor Assurances Regarding Protection of Personal and Confidential
Information and the Terms of Service between
the Kenton County Board of Education and Buffer, Inc.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and Buffer Inc. ("Buffer") are parties to a Service Agreement composed of Buffer's Terms of Service and Privacy Policy, both accessible at <https://buffer.com/legal#terms> and <https://buffer.com/legal#privacy-policy>, respectively. The KCBOE and Buffer may be individually referred to as the "Party" or collectively referred to as the "Parties".

WHEREAS, the Parties agree to modify the terms contained in the Vendor Assurances as well as the Terms of Service part of the Service Agreement, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the Vendor Assurances.

NOW, THEREFORE, the amendments are as follows:

Miscellaneous Section g: is amended to read as follows:

g. Choice of Law & Jurisdiction. These Terms of Service will be governed solely by the internal laws of the Commonwealth of Kentucky, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and commonwealth courts of Kenton County, Kentucky within the city of Covington, Kentucky.

Kenton County Board of Education

Buffer, Inc.

Signed: _____

Signed: Jenny Terry

Name: _____

Name: Jenny Terry

Title: _____

Title: Head of Finance

Date: _____

Date: June 5, 2024



QUOTE

Date 31-May-2024

Buffer, Inc.

Dixie Heights High School

Quote No. QU-087

2443 Fillmore St
#380-7163
San Francisco,
CA 94115

dixieheightsmedia@gmail.com (Buffer account owner)
caroline.turner@kenton.kyschools.us (Contact, Caroline Turner)

Description	Quantity	Unit Price	Tax	Amount
Annual Team plan for 3 channels	1	\$360.00	Tax Exempt	\$360.00
No Nonprofit Discount				
One year - starting from August 1st, 2024				
Subtotal				\$360.00
TOTAL USD				\$360.00

Please note that while pricing doesn't often change, this quote can be invalid at any time. Subscriptions are subject to local taxes for non-tax exempt organizations.

Buffer, Inc. 2443 Fillmore St #380-7163 San Francisco, CA 94115



**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to KRS 45A.110 and 45A.115, a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

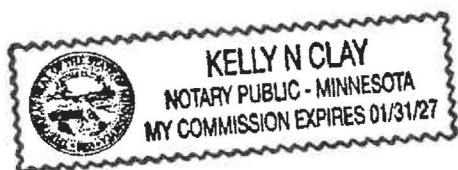
[Signature]
Signature
V. P. of Finance
Title

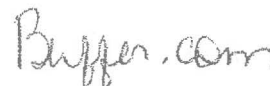
Sean R Peterson
Printed Name
4/27/23
Date

Bidder or Offeror Name: Certiport, a business of NCS Pearson, Inc.
Address: 5601 Green Valley Drive
Bloomington, MN 55437

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this 27 day of April, 2023.
State of: Minnesota Notary: Kelly N Clay
County of: Hennepin My Commission Expires: 1/31/2027





Legal > 2023

2023 Terms of Service

- 1. Service and Account
- 2. Eligibility
- 3. Accounts and Registration
- 4. Payment Terms
- 5. License to Buffer Services
- 6. Ownership; Proprietary Rights
- 7. Third-Party Terms
- 8. User Content
- 9. Prohibited Conduct
- 10. Intellectual Property Protection
- 11. Term and Termination
- 12. Indemnity; Disclaimer;

Legal language	Summary
<p>The following sets forth Buffer’s Terms of Use. We know how tempting it is to skip these Terms of Use, but it’s important to establish what you can expect from us as you use Buffer’s Service, and what we expect from you. The Terms of Use is a binding legal document, and you are required to read and accept it in full in order to use our Service.</p>	<p>This column provides a short explanation of the Terms of Use (as set forth in the left column). It is for informational purposes only and is not a substitute for the full text of the Terms of Use.</p>
<p>Buffer, Inc Terms of Use</p> <p>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, hosted applications, mobile or other downloadable applications, and other services provided by us (collectively, the “Service”). These Terms of Use are a legally binding contract between you and Buffer regarding your use of the Service.</p> <p>PLEASE READ THE FOLLOWING TERMS CAREFULLY:</p>	<p>By using Buffer Services, you agree to all the terms provided in the Terms of Use and our Privacy Policy (available at https://buffer.com/legal).</p>

- Limitation of Liability
- 13. Disclaimers; No Warranties by Buffer
- 14. Dispute Resolution and Arbitration
- 15. Miscellaneous
- 16. Modification of Terms

Legal language	Summary
<p>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 https://buffer.com/legal#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.</p>	
<p>Arbitration NOTICE. Except for certain kinds of disputes described in Section 14, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND BUFFER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.</p>	<p>The Terms of Use contain a binding arbitration provision. Except for certain kinds of disputes, you agree that disputes arising under those Terms will be resolved by binding, individual arbitration.</p>
<p>1. SERVICE AND ACCOUNT</p> <p>1.1 Service Overview.</p>	<p>Buffer service helps you manage and bolster your social media posts. We reserve the right to modify our Service at any time.</p>

Legal language	Summary
<p>The Service provides a social media management tool that enables users to release posts on social platforms at a scheduled time, in addition to other design and analytics tools to help bolster users' social media content.</p> <p>1.2 Modification of the Service</p> <p>Buffer reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Buffer will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. Service fees are not refundable. You should retain copies of any User Content you Post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Posted to the Service.</p>	
<p>2. Eligibility</p> <p>You must be at least 18-years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18-years old; (b) you have not previously been suspended or removed from the applicable Service; and (c) your registration and your use of the Service is in compliance with any and all laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents</p>	<p>To use our Service, you must be 18 years old or above.</p>

Legal language	Summary
<p>and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.</p>	
<p>3. Accounts and Registration</p> <p>To access most features of the Service, you must register for an 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, complete, and not misleading, and that you will keep it accurate and up to date at all times. When you register, you will be asked to create 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 should immediately notify us at hello@buffer.com.</p>	<p>To use our Service, you need to create your own account by providing us accurate information about yourself.</p>
<p>4. Payment Terms</p> <p>Some features of the Service may require you to pay fees upon registering for the applicable subscription. 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 unless otherwise specifically provided for in these Terms. Fees vary based on the plan, with different pricing schemes for individual users and organizations.</p>	<p>Some Service features may require you to pay fees. If that is the case and you provided a payment method, when the fee becomes due, you will be charged. You may cancel such fee-based Service at any time; when you do, you will not be charged in the next billing cycle.</p>

Legal language	Summary
<p>4.1 Price</p> <p>Buffer reserves the right to determine pricing for the Service. Buffer will make reasonable efforts to keep pricing information published on our website up to date. We encourage you to check our pricing page periodically for current pricing information, located here: https://buffer.com/pricing. If you cancel your subscription you may forego your current price. If you reactivate at a later date, please check https://buffer.com/pricing for our current pricing. Buffer may change fees for any feature of the Service. 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. Quotes provided for our Service are subject to change at any time.</p> <p>4.2 Authorization</p> <p>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, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then 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.</p>	<p>We set the price for our products. From time to time we may change the price. We will always provide advance notice if your price changes.</p>

Legal language	Summary
<p>4.3 Subscription Service</p> <p>The Service may include certain subscription-based plans with automatically recurring payments for periodic charges (“Subscription Service”). The “Subscription Billing Date” is the date when you purchase your first subscription to the Service. The Subscription Service will begin on the Subscription Billing Date and continue for the subscription period that you select on your account (such period, the “Initial Subscription Period”), and will automatically renew for successive periods of the same duration as the Initial Subscription Period (the Initial Subscription Period and each such renewal period, each a “Subscription Period”) unless you cancel the Subscription Service or we terminate it. If you activate a Subscription Service, then you authorize Buffer and its third-party payment processors to periodically charge, on a going-forward basis and until cancellation of the Subscription Service, all accrued sums on or before the payment due date. For information on the “Subscription Fee”, please see our pricing page at https://buffer.com/pricing. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Service for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Service before it renews in order to avoid billing of the next periodic Subscription Fee to your account. Buffer or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you</p>	

Legal language	Summary
<p>otherwise provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by accessing your account settings at: https://account.buffer.com/billing and clicking on the "Cancel Plan" option or by contacting us at: hello@buffer.com. Your cancellation must be received before the renewal date in order to avoid charge for the next subscription period.</p> <p>4.4 Delinquent Accounts</p> <p>Buffer may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then reserves the right to delete your account and any information or User Content (defined below) associated with your account without any liability to you.</p>	
<p>5. LICENSE TO BUFFER SERVICES</p> <p>5.1 Limited License</p> <p>Subject to your complete and ongoing compliance with these Terms, Buffer grants you, solely for your a limited, non-exclusive, non-</p>	<p>We authorize you to use our Service on the condition that you respect our intellectual property rights in the Service and don't interfere with the Service.</p>

Legal language	Summary
<p>transferable, non-sublicensable, and revocable license to: (a) install and use one object code copy of any mobile or other downloadable application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (b) access and use the Service.</p> <p>5.2 License Restrictions</p> <p>Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.</p>	
<p>5.3 Feedback</p> <p>We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, 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 and license to exploit the Feedback in any manner and for any purpose, including to improve the</p>	<p>We welcome and appreciate your feedback. When you provide feedback, you authorize us to use your feedback for any purposes at our discretion.</p>

Legal language	Summary
<p>Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.</p>	
<p>6. Ownership; Proprietary Rights</p> <p>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, domain names, templates, and all other elements of the Service provided by Buffer ("Materials") 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. There are no implied licenses in these Terms and Buffer reserves all rights to the Materials not granted expressly in these Terms. With respect any domain name that you create or provide for your Start Page using the Start Page feature made available to you through the Services ("Start Page Domain Name"), you acknowledge that Buffer owns such Start Page Domain Name and all intellectual property rights herein. If you include any trade mark, trade name, or service mark ("User Mark") in your Start Page Domain Name, you hereby grant to Buffer a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to display, reproduce, and otherwise use your User Mark for any purposes related to our Services.</p>	<p>We own the Service (including its underlying intellectual property rights).</p>

Legal language	Summary
<p>7. Third-Party Terms</p> <p>7.1 Third Party Services and Linked Websites</p> <p>Buffer may provide tools through the Service that enable you to import and export information, including User Content, to third-party services, including through features that allow you to link your account on the Service with an account on the third-party service, such as Twitter or Facebook, or through our implementation of third-party buttons (such as “like” or “share” buttons). By using one of these tools, you hereby authorize Buffer to transfer that information to and from the applicable third-party service. Third-party services are not under Buffer’s control, and Buffer, to the fullest extent permitted by law, 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. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Buffer will have no control over the information that has been shared.</p> <p>7.2 Third-Party Software</p> <p>The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting</p>	<p>Our Service helps you manage your posts on third party services. Your use of such third party services is subject to additional terms of third party service providers and we have no control over how they use your content.</p>

Legal language	Summary
<p>recipients broad rights to copy, modify, and distribute those components (“Third-Party Components”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.</p>	
<p>7.3 Terms Specific to Buffer Creator</p> <p>Without limiting the generality of Section 7.1 above, the following terms apply to Buffer Creator:</p> <p>You acknowledge and agree that (a) Buffer Creator interfaces with certain third party services (including GPT-3 provided by OpenAI) and may provide output, content, suggestions, or other materials generated or produced by such third party services in response to your input (“Buffer Creator Output”); (b) Buffer Creator Output constitutes your User Content; and (c) your use of the Buffer Creator Output must comply with these Terms and any applicable third party terms.</p> <p>We may impose limits on your use of Buffer Creator as specified by us on the Service (“Usage Limit”). For example, we may allocate Buffer credits to you for your use of Buffer Creator based on your subscription level and number of connected channels. You will not exceed any Usage Limit without our prior</p>	<p>If you use “Buffer Creator” to help create content via the Service, you own the output generated by Buffer Creator and any modifications and/or derivative works you create based on such output. By using Buffer Creator, you acknowledge OpenAI’s privacy policy at https://openai.com/privacy/, and will comply with OpenAI’s terms of service at https://openai.com/terms/, and sharing and publication policy at https://openai.com/api/policies/sharing-publication/</p>

Legal language	Summary
<p>approval, and we reserve the right to suspend or block your access to Buffer Creator or to the Service in the event you are in violation of any of these Terms.</p> <p>By accessing or using Buffer Creator, you acknowledge OpenAI’s privacy policy at https://openai.com/privacy/ , hereby agree to the following terms of OpenAI, which are incorporated into these Terms by reference:</p> <ul style="list-style-type: none"> • a. OpenAI Terms of Service available at: https://openai.com/terms/ • b. OpenAI Sharing and Publication Policy available at: https://openai.com/api/policies/sharing-publication/ <p>Please carefully review any Buffer Creator Output before using it as part of your social media post.</p> <p>BUFFER DOES NOT CONTROL, AND IS NOT RESPONSIBLE FOR, ANY BUFFER CREATOR OUTPUT GENERATED BY THIRD PARTY SERVICES AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED THERETO. YOUR USE BUFFER CREATOR AND BUFFER CREATOR OUTPUT IS AT YOUR OWN RISK.</p>	
<p>8. USER CONTENT</p> <p>8.1 User Content Generally</p>	<p>Our Service help you manage your posts. You own what you post, which may be subject to additional terms of third party service providers.</p>

Legal language	Summary
<p>Certain features of the Service may permit users to submit, upload, publish, broadcast, or otherwise transmit ("Post") content to or via the Service, including social media posts and other content which may be comprised of messages, reviews, photos, video or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works ("User Content"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service subject to the licenses granted in these Terms.</p>	
<p>8.2 Limited License Grant to Buffer</p> <p>By Posting User Content to or via the Service, you grant Buffer a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User</p>	<p>When you post through us, you authorize us to manage your posts.</p>

Legal language	Summary
<p>Content Posted or otherwise used on external services via the Service. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Buffer’s exercise of the license set forth in this Section.</p>	
<p>8.3 Specific Rules for Photographs and Images</p> <p>If you Post a photograph or image to the Service that includes one or more persons, you hereby grant such persons and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, including, by way of example and not limitation, the Service, Facebook, Instagram, and Twitter, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product.</p> <p>8.4 Specific Rules for Musical Works and Recording Artists</p> <p>If you are a composer or author of a musical work and have granted non-exclusive rights to a Performing Rights Organization (“PRO”), then you must notify your PRO of the royalty-free license you grant through these Terms to Buffer.</p>	<p>The terms set forth in the left column apply to your posts that contain photographs, images, or musical works.</p>

Legal language	Summary
<p>You are solely responsible for ensuring your compliance with the relevant PRO's reporting obligations. If you have assigned your rights to a music publisher or a PRO, then you must obtain the consent of that music publisher or PRO to grant the royalty-free license(s) set forth in these Terms or have that music publisher or PRO enter into these Terms with Buffer. Just because you authored a musical work (e.g., wrote a song) does not mean you have the right to grant Buffer the licenses in these Terms. If you are a recording artist under contract with a record label, then you are solely responsible for ensuring that your use of the Service is in compliance with any contractual obligations you have to your record label, including if you create any new recordings through the Service that may be claimed by your label. Finally, if you wish to perform a cover song and Post it to the Service, you are responsible for securing all rights in and to the underlying musical work before Posting your recording or performance of that musical work to the Service.</p>	
<p>8.5 User Content Representations and Warranties</p> <p>You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. 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</p>	<p>You are responsible for your posts. Don't violate copyright laws. You must follow our content guidelines and must not use our site or Service to post harmful material, harass people, send spams, or engage other prohibited activities.</p>

Legal language	Summary
<p>providing User Content via the Service, you affirm, represent, and warrant to us that:</p> <ul style="list-style-type: none">• you are the creator and owner of the User Content, including the User Mark, 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;• your User Content, and the Posting or other use of your User Content, including the User Mark, as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, 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 or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties;• your User Content does not contain (i) language that incites or leads to physical violence or causes emotional harm towards a community that is historically marginalized; (ii) content that clearly aims to undermine or invalidate the experience of a community that is historically marginalized; (iii) content aimed to incite violence, lead to physical or emotional harm, hate, abuse, or the spread of false information; and (iv) false information which we determine is	

Legal language	Summary
<p>dangerous and can lead to violence, harm, severe illness, and/or death, including:</p> <ul style="list-style-type: none">- astroturfing;- fake accounts, deceptive behavior, bad actors;- misleading or potentially harmful content;- content that advances any misinformation narrative, conspiracy theories, or hoax that we determine as leading to harm.- COVID-19 misinformation that could contribute to a risk of spreading COVID-19 and vaccine misinformation; and- content intended to suppress one's right to vote; <ul style="list-style-type: none">• your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; and• 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 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. <p>Hateful Content includes:</p> <p>Any statement, image, photograph, or other content that in our sole judgment could be</p>	

Legal language	Summary
<p>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.</p> <p>A Threat of Physical Harm includes:</p> <p>Any statement, photograph, advertisement, or other content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others, including references to current or historical figures or groups that are known for purporting such content, such as the Ku Klux Klan, Nazi Party, and the like.</p> <p>Harassment includes:</p> <ul style="list-style-type: none">• Revealing someone's personal information, also known as "doxxing".• Online stalking, and bullying.• Wishes for physical harm directed at a person or persons.• Incitement of others to any of the previous items. <p>We reserve the right to suspend or terminate accounts and remove individual posts which contain Hateful Content, a Threat of Physical Harm, or Harassment.</p> <p>We also may suspend or terminate your account if we determine, in our sole</p>	

Legal language	Summary
<p>discretion, that you are either:</p> <ul style="list-style-type: none">• An organization which has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor Hateful Content, Harassment, or A Threat of Physical Harm.• A person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent Hateful Content, Harassment, or A Threat of Physical Harm. <p>Notwithstanding the foregoing, we reserve the right to screen, remove, edit, or block any User Content we find in violation of the Terms or that we find, in our sole discretion to be otherwise objectionable, at our sole discretion.</p>	
<p>8.6 User Content Disclaimer</p> <p>We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Buffer may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive,</p>	<p>You are responsible for your posts. We have no obligation to monitor or modify your posts.</p>

Legal language	Summary
<p>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 infringing activities on the Service.</p> <p>8.7 Monitoring Content</p> <p>Buffer does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) 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, then 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. Buffer may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.</p>	

Legal language	Summary
<p data-bbox="375 174 667 205">9. Prohibited Conduct</p> <p data-bbox="375 275 946 359">BY USING THE SERVICE, YOU AGREE NOT TO:</p> <ul data-bbox="396 438 971 1919" style="list-style-type: none"><li data-bbox="396 438 971 562">• use the Service for any illegal purpose or in violation of any local, state, national, or international law;<li data-bbox="396 600 971 678">• harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;<li data-bbox="396 716 971 890">• violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;<li data-bbox="396 928 971 1194">• access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Buffer;<li data-bbox="396 1232 971 1598">• interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (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;<li data-bbox="396 1635 971 1713">• modify or create derivatives of any part of the Service;<li data-bbox="396 1751 971 1919">• 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, worm, or other malicious code;	<p data-bbox="1002 174 1515 306">The left column describes conduct that is prohibited. Please be kind and respectful.</p>

Legal language	Summary
<p>(ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;</p> <ul style="list-style-type: none"> • perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identify, accessing any other Service account without permission, or falsifying your age or date of birth; • take action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service of Buffer's systems or networks, or any systems or networks connected to the Service or Buffer; • sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6 (Ownership; Proprietary Rights)) or any right or ability to view, access, or use any Materials; or • attempt to do any of the acts described in this Section 9 (Prohibited Conduct) or assist or permit any person in engaging in any of the acts described in this Section 9 (Prohibited Conduct). 	
<p>10. INTELLECTUAL PROPERTY PROTECTION</p> <p>10.1 Respect of Third Party Rights</p> <p>Buffer respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.</p>	<p>We respect everyone's copyrights. When you suspect or notice any copyright violation and would like us to do something about it, please email us with all the details to copyright@buffer.com.</p>

Legal language	Summary
<p>10.2 DMCA Notification</p> <p>We comply 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 any material on the Service, you may contact our Designated Agent at the following address:</p> <p>Buffer, Inc.</p> <p>Attn: Legal Department (IP Notification)</p> <p>2443 Fillmore Street #380-7163</p> <p>San Francisco, CA 94115</p> <p>Email: copyright@buffer.com</p> <p>10.3 Procedure for Reporting Claimed Infringement</p> <p>If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written "Notification of Claimed Infringement" to the Designated Agent identified above containing the following information:</p> <p>an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;</p>	

Legal language	Summary
<p>a description of the copyrighted work or other intellectual property right that you claim has been infringed;</p> <p>a description of the material that you claim is infringing and where it is located on the Service;</p> <p>your address, telephone number, and email address;</p> <p>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 or other intellectual property right owner, its agent, or the law; and</p> <p>a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner's behalf.</p> <p>Your Notification of Claimed Infringement may be shared with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.</p>	
<p>10.4 Repeat Infringers</p> <p>Buffer's policy is to: (a) remove or disable access to material that Buffer believes in good faith, upon notice from an intellectual property</p>	<p>If you repeatedly violate others' copyrights, we may close your account.</p>

Legal language	Summary
<p>rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. Buffer will terminate the accounts of users that are determined by Buffer to be repeat infringers. Buffer reserves the right, however, to suspend or terminate accounts of users in our sole discretion.</p> <p>10.5 Counter Notification</p> <p>If you receive a notification from Buffer that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Buffer with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to the Designated Agent through one of the methods identified in Section 10.2 (DMCA Notification), and include substantially the following information:</p> <ul style="list-style-type: none">• your physical or electronic signature;• identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;	

Legal language	Summary
<ul style="list-style-type: none">• a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and• your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which may be found, and that you will accept service of process from the person who provided notification under the Section 10.2 (DMCA Notification) above or an agent of that person. <p>A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.</p> <p>10.6 Reposting of Content Subject to a Counter Notification.</p> <p>If you submit a Counter Notification in response to a Notification of Claimed Infringement, then Buffer will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Buffer will replace the removed User Content or cease disabling access to it in 10 business days, and Buffer will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the</p>	

Legal language	Summary
<p>Counter Notification, unless Buffer’s Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Buffer’s system or network.</p> <p>10.7 False Notifications of Claimed Infringement or Counter Notifications.</p> <p>The Copyright Act provides at 17 U.S.C. § 512(f) that: “[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Buffer relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.” Buffer reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.</p>	
<p>11. TERM AND TERMINATION</p> <p>11.1 Term</p>	<p>We may stop providing the Service at any time. You can also stop using your account or close your account at any</p>

Legal language	Summary
<p>These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in this section (Termination).</p> <p>11.2 Termination</p> <p>If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Buffer may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time as provided in Section 1 (Subscription Service) or by contacting customer service at hello@buffer.com.</p> <p>11.3 Effect of Termination</p> <p>Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Buffer any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 5 & 6 (License Restrictions; Ownership; Proprietary Rights), 11.3 (Effect of Termination), 12 (Indemnity; Disclaimers; Limitation of Liability),</p>	<p>time. If your account is terminated by you or by us, you will lose access to your content on our Site, so it is always a good idea to have a backup.</p>

Legal language	Summary
<p>14 (Dispute Resolution and Arbitration), and 15 (Miscellaneous) will survive. You are solely responsible for retaining copies of any User Content you Post to the Service since upon termination of your account, you may lose access rights to any User Content you Posted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.</p>	
<p>12. INDEMNITY; DISCLAIMER; LIMITATION OF LIABILITY</p> <p>To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Buffer, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "Buffer Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized 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 (specifically, any violation of third-party's trademark rights by your Start Page Domain Name) or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue</p>	<p>To the extent that we are harmed due to your breach of these Terms or violation of other's right, you will be liable for our damages.</p>

Legal language	Summary
<p>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.</p>	
<p>13. Disclaimers; No Warranties by Buffer</p> <p>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.</p>	<p>Our Services are provided on an "AS-IS" basis without any warranties, and our liability to you is limited.</p>

Legal language	Summary
<p>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.</p> <p>THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW and does not disclaim any warranty or other right that Buffer is prohibited from disclaiming under applicable law.</p> <p>13.1 Limitation of Liability</p> <p>TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE BUFFER ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL,</p>	

Legal language	Summary
<p>CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY BUFFER ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.</p> <p>EXCEPT AS PROVIDED IN ARBITRATION PROVISIONS AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE BUFFER ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO BUFFER FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND (b) US\$100.</p> <p>EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO</p>	

Legal language	Summary
<p>AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.</p>	
<p>14. Dispute Resolution and Arbitration</p> <p>14.1 Generally</p> <p>In the interest of resolving disputes between you and Buffer in the most expedient and cost effective manner, and except as described in the Arbitration provisions, you and Buffer agree that every dispute arising in connection with these Terms, the Service, and communications from us will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, the Service, or any communications to or from us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the</p>	<p>You agree that disputes arising under these Terms will be resolved by binding, individual arbitration. You and Buffer are each waiving the right to a trial by jury or to participate in any class action or representative proceeding. You can opt out of the binding arbitration within 30 days of agreeing to these Terms by sending a letter to us or by emailing us at legal@buffer.com.</p>

Legal language	Summary
<p>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.</p> <p>14.2 Exceptions</p> <p>Despite the provisions of 14.1 (Generally) above , 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.</p> <p>14.3 Opt-Out</p> <p>If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section within 30 days after the date that you agree to these Terms by emailing us at legal@buffer.com or sending a letter to Buffer, Inc, Attention: Legal Department – Arbitration Opt-Out, 2443 Fillmore Street #380-7163, San Francisco, CA 94115, that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once Buffer receives your Opt-Out Notice, Section 14.1 will be void and any action</p>	

Legal language	Summary
<p>arising out of these Terms will be resolved as set forth in Section 15(Governing Law). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.</p> <p>14.4 Arbitrator</p> <p>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.</p> <p>14.5 Notice of Arbitration; Process.</p> <p>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</p>	

Legal language	Summary
<p>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. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. 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 arbitrator awards you an amount higher than the last written settlement amount offered by Buffer in settlement of the dispute prior to the award, Buffer will pay to you the higher of: (a) the amount awarded by the arbitrator and (b) US\$10,000.</p> <p>14.6 Fees</p> <p>If you commence arbitration in accordance with these Terms, Buffer will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county and state of your billing address or another mutually agreed location, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator</p>	

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<p>finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Buffer for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.</p> <p>Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.</p> <p>14.7 No Class Actions</p> <p>YOU AND BUFFER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Buffer agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.</p>	

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<p>14.8 Modifications to this Arbitration Provision</p> <p>If Buffer makes any future change to this arbitration provision, other than a change to Buffer's address for Notice of Arbitration, you may reject the change by sending us written 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.</p> <p>14.9 Enforceability</p> <p>If Section 14.7 (No Class Actions) above or the entirety of this Section 14 is found to be unenforceable, or if Buffer receives an Opt-Out Notice from you, then the entirety of this Section 14 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 15(Governing Law) will govern any action arising out of or related to these Terms.</p>	
<p>15. MISCELLANEOUS</p> <p>15.1 General Terms</p> <p>These Terms, including 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</p>	<p>These Terms are governed by California law.</p>

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<p>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 and all rights granted under these Terms, including with respect to your User Content, 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, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.</p> <p>15.2 Governing Law</p> <p>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.</p>	

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<p>15.3 Communications</p> <p><i>Push Notifications.</i> When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.</p> <p><i>Email.</i> We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.</p>	
<p>16. Modification of Terms</p> <p>We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section 8, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. You can find an archive of all Buffer's prior terms at https://buffer.com/legal</p>	<p>We may update these Terms at any time. If the update materially changes the Terms, we will notify you. If you don't agree with the changes, you may terminate your use of our Service.</p>

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<p data-bbox="383 155 634 191">16.1 Privacy Policy</p> <p data-bbox="383 260 959 600">Please read the Buffer Privacy Policy at https://buffer.com/legal#privacy-policy (the "Privacy Policy") carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.</p> <p data-bbox="383 674 667 709">16.2 Additional Terms</p> <p data-bbox="383 779 984 1119">Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.</p> <p data-bbox="383 1192 964 1228">16.3 Consent to Electronic Communications</p> <p data-bbox="383 1297 971 1791">By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.</p> <p data-bbox="383 1864 711 1900">16.4 Contact Information</p>	

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<p>The Service is offered by Buffer, Inc., located at 2443 Fillmore Street #380-7163, San Francisco, CA 94115. You may contact us by sending correspondence to that address or by emailing us at hello@buffer.com.</p> <p>16.5 Notice to California Residents</p> <p>If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (+1-800)-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.</p> <p>16.6 No Support</p> <p>Except for otherwise provided separately to you, all support is provided at Buffer's discretion and will subject to Buffer's published policies.</p> <p>16.7 International Use</p> <p>The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.</p>	

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<p>16.8 Notice Regarding Apple</p> <p>This Section (Notice Regarding Apple) only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Buffer only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms</p>	

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<p>against you as a third-party beneficiary of these Terms. You hereby represent and warrant that:</p> <p>(a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.</p>	