

Consumer Terms & Conditions



Social Outbreak Corp / Socialoutbreak.com

Terms of Use – Please Read

Thank you for visiting www.socialoutbreak.com and the personal Website (our / the Website) of your authorized Social Outbreak Independent Business Owner (IBO) whose name appears on the Website.

This is the Website powered by Social Outbreak Corp and made available by Social Outbreak Corp as a service to your IBO. All content, information, and services provided on and through this Website may be used only under the following **Consumer Terms and Conditions**, as they are amended from time to time (the Terms). As used herein, the terms OUR, WE and US refer to both Social Outbreak Corp and your IBO unless the context clearly provides otherwise. The Consumer refers to the Customer, which includes any User of this Website purchasing products.

YOUR USE OF OUR WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY BEFORE USING THE WEBSITE. IF YOU DONOT AGREE WITH ANY PART OF THESE TERMS, YOU MUST NOT USE OUR WEBSITE. SOCIAL OUTBREAK IBOs ARE BOUND BY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN THEIR SOCIAL OUTBREAK CORP AGREEMENT AND CONTRACT, AND THE IBO TERMS AND CONDITIONS AND POLICIES AND PROCEDURES, LOCATED IN THEIR PERSONAL BACK OFFICE. IF YOU HAVE ADDITIONAL QUESTIONS ABOUT THE IBO CONTRACT OBLIGATIONS, PLEASE CONTACT YOUR IBO OR EMAIL US at: compliance@socialoutbreak.com

1. WEBSITE USE GENERALLY

1.1 Your User License

You are granted a limited, nonexclusive, nontransferable license to access our Website and its content in accordance with these Terms. If you are under 18, you may use our Website only with the involvement of a parent or guardian. Our Website is hosted in the United States and contains information that is appropriate for access in the United States and Internationally in some applicable markets (i.e....Applicable Markets), and accessing them from countries or territories where their contents are illegal is prohibited. We make no representation that any materials on the Website are appropriate or available outside of the Applicable Markets. Those who access our Website from other locations do so according to their own initiative and are responsible for compliance with their local laws, including laws regarding the transmission of technical data exported from the United States, or the country/territory in which they reside.

Social Outbreak reserves the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of our Website, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorney's fees, resulting from your use or misuse of the Website. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

1.2 Limitations on Your Use

No material from our Website may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way without Social Outbreak's prior written permission, except that you may download one copy of the materials on any single computer for your own personal, noncommercial home use only, provided that (1) you keep intact all copyright and proprietary notices, and (2) you make no

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modifications to the materials. You may not, without prior written permission frame or mirror any material contained on our Website or any other server. The unauthorized use of any such material on any website or computer environment is expressly prohibited. All trademarks, service marks, trade names, and trade dress are proprietary to Social Outbreak or its licensors.

1.3 Site Identifiers

It is your responsibility to safeguard the password you use to access our Website and to promptly advise Social Outbreak or your IBO if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized use. Because your identification (user name) and password are specific to you, you acknowledge sole responsibility for any and all use of our Website conducted with your user name and password.

1.4 Links to Other Websites

Our Website may contain links to other websites for your information and convenience, or to provide additional shopping for various goods and services through our Vendors and Service Partners. The third-party websites are responsible for, and undertake to maintain, their own website terms of use. We suggest that you carefully review the terms of use on each website you choose to access from our Website.

1.5 Privacy and Your Personal Information

Your use of our Website is also subject to the terms of our [Privacy Statement](#). You acknowledge that you have read and understand our [Privacy Statement](#), and consent to the use of any personal information you provide in accordance to the Terms of, and for the purpose set forth in our Privacy Statement.

1.6 Intellectual Property Rights

The Website design, text, graphics, digital conversion and other materials related to the Website are protected under applicable *copyright laws*, ALL RIGHTS RESERVED. The posting of any such elements on the Website does not constitute a waiver of any such rights. Social Outbreak Corp, the Social Outbreak logo, any other logos used by Social Outbreak, patents, and all product names are all Trademarks (marks) of Social Outbreak Corp may not be used without the express written permission of Social Outbreak Corp.

2.0 Content Posted by Users

2.1 All information, data, text, software, music, sound, graphics, video, messages, or other materials posted to the Website by users are the sole responsibility of the user whom the Content was posted. The user is responsible for all Content under their user account. The user is solely responsible for any and all Content that they upload, post transmit or otherwise make available through the Website. Should Content be deemed illegal Social Outbreak Corp will cooperate with the proper authorities and provide them with any and all information requested and available to us. If Content is offensive or inappropriate Social Outbreak Corp has the sole discretion to remove it immediately or ask the user to retract or modify the Content in question. The user also acknowledges that by using our Website they may see or read things in which they do not agree and may be exposed to Content that is offensive, indecent or objectionable. Social Outbreak is under no obligation to pre-screen Content on our Website and therefore we do not guarantee the accuracy, integrity or quality of such Content. Social Outbreak reserves the right to monitor some, all or none of the areas of the Website for adherence to these Terms. The user acknowledges that by providing them with the ability to post information on the Website, we are acting as a passive conduit for distribution and Social Outbreak Corp is not undertaking any obligation or liability relating to any postings on the Website.

2.2 Content License. Social Outbreak Corp does not take ownership of the Content users upload, place or post through the Website. The user is responsible for protecting their rights in such Content and is not entitled to our help in protecting such Content. By uploading, placing or posting on the Website the user

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is granting Social Outbreak Corp perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully licensable license of the Content, if we choose.

3.0 User Conduct

3.1 User Authorization to Use this Website. User authorization to use the Website depends upon the user's compliance with community standards and the conduct guidelines set forth by Social Outbreak Corp. If the user fails to conduct him/herself appropriately, Social Outbreak may revoke your privileges to use all or a portion of the Website and/or may take other appropriate measures to enforce the Social Outbreak Corp community standards and conduct guidelines.

3.2 Community Standards / Conduct Guidelines. The user may not upload, post, transmit or otherwise make available any Content that is unlawful, harmful to anyone including minors, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy in any manner, hateful, or racially, ethnically or otherwise objectionable. The user may not impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity. They may not use the Website for fraudulent purposes. The user may not upload, post or otherwise transmit any material that contain software viruses, Trojan horses, malware, spyware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communication device. Unethical marketing, and / or spamming is not permitted. The user may not interfere or disrupt the Website servers or networks connected to the Website. The User may not stalk or otherwise harass another person. The Website may not be used as a service to another website. The User may not harvest, collect or transmit any information about or regarding another Account holder or User.

4.0 No Guarantee or Warranty

Our Website and its contents are provided on an "as is" and "as available" basis with no warranty of any kind. Social Outbreak Corp expressly disclaims all warranties (express or implied), including and without limitation, the warranties of merchantability, fitness for a particular purpose, and non infringement, and those arising by statute or law. Social Outbreak Corp makes no representation or warranty whatsoever regarding completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this Website or the Content or services provided on or accessible from this Website. Social Outbreak does not warrant that the operation of this Website will be uninterrupted or error-free, or that the Website is free from viruses or other harmful components to equipment and software.

5.0 Limitation of Liability

In no event will Social Outbreak Corp be liable, nor does Social Outbreak Corp assume responsibility, for any direct, indirect, special, incidental or consequential damages arising out of or in connection with the use or inability to use our Website (or the Content or services provided on, or accessible from, our Website), or otherwise, even if we are advised of the possibility of such damages.

6.0 Returns

Due to the nature of the downloadable digital application/products being offered, ***it is commercially impractical for Social Outbreak Corp to offer refunds to IBOs or customers.*** Upon purchasing a downloadable product from Social Outbreak Corp, ***the consumer (IBO and Customer) experiences the benefit immediately without the ability to return it.*** The consumer is strongly advised to review the available templates and training videos ***prior to purchase*** to ensure they're fully informed of the offering. Customers are encouraged to contact their IBO or Social Outbreak Corp [Customer Support](#) with any problems with the use products, if required. Training videos and FAQs are available on the Website to

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support the application of the downloadable products. Customers are also encouraged to contact their IBO or sales person for additional support with the product if and when required.

7.0 Confidentiality

IBOs are bound to follow the IBO Policy and Procedures and Terms and Conditions regarding the maintenance of any and all personal information confidentiality, including that of their Customers and other IBOs.

8.0 General Terms

8.1 Errors and Corrections. Social Outbreak Corp will use reasonable efforts to include accurate and current information on the Website but does not warrant or represent that the Website will be error-free. We reserve the right to correct any inaccuracies or typographical errors on the Website, and shall have no liability for such errors. Social Outbreak may also may improvements and/or changes to the Website's features, functionality, or content at any time. If the user, consumer or IBO identifies any information on the Website they believe to be incorrect, please contact Social Outbreak Corp using the "[Contact Us](#)" section of the website.

8.2 Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the Laws of the State of Nevada and the exclusive jurisdiction of the United States courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

8.3 Contact Us

If the user has any concerns about the Website or these Terms and Conditions, please send us an email at compliance@socialoutbreak.com or call us at 1-702-800-3570. Social Outbreak will make every reasonable effort to address your concerns and remedy any problems brought to our attention.