

## **Terms of Service**

Last Modified: June 25, 2018

### **1. Your Acceptance**

- 1.1 By using Bring UP, you agree to these terms and conditions, and the Bring UP's Privacy Policy. Please do not use the Service if you do not accept any of these terms and the Privacy Policy.
- 1.2 We may attempt to notify you when important changes are made to these Terms of Service. Bring UP, in its sole discretion, modifies or revises these Terms of Service and Policies at any time, and you agree to be subject to such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer rights or benefits of third parties.
- 1.3 You affirm you are over 18 years old or an emancipated minor, or have the legal consent of a parent or guardian, and are fully capable and competent to enter into the terms, conditions, obligations, statements, affirmations and warranties established in these Terms of Service, and comply with and to abide with these Terms of Service. In any case, you affirm that you are over 13 years old, as the Service is not intended for children under 13. If you are under 13 years old, DO NOT USE the Service and talk to your parents about which sites are right for you.
- 1.4 You agree to respect others, not engage in harassment or harassment and not post anything offensive (including suggestive, sexual or drug related articles, offensive language or illegal behavior). You agree not to publish anything that violates copyright.

### **2. Service**

- 2.1 These Terms of Service apply to all users of the Service, including users who also contribute to the Content of the Service.
- 2.2 The Service may contain links to third party websites that are not owned or controlled by Bring UP. Bring UP has no assumed responsibility for the content, privacy policies or practices of third party websites and for that reason Bring UP cannot censor or edit the content of any third party site. By using the Service, you expressly release Bring UP from all liability arising from your use of any third party website.
- 2.3 The Service is controlled and offered by Bring UP from its facilities in the United States of America. Bring UP does not guarantee that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so voluntarily and are responsible for compliance with local laws.

### **3. Bring UP Accounts**

- 3.1 To access you must create a Bring UP Account. You cannot use another person's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Bring UP immediately of any breach of security or unauthorized use of your account.
- 3.2 Although Bring UP will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Bring UP or others due to such unauthorized use.

#### **4. General Use of the Service - Permissions and Restrictions**

Bring UP grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- 4.1 You agree not to distribute any part of the Service or Content in any medium without the prior written authorization of Bring UP, unless Bring UP makes available the means for such distribution through the functionality offered by the Service.
- 4.2 You agree not to alter or modify any part of the Service.
- 4.3 You agree not to use the Service for any of the following commercial uses unless you obtain prior written approval from Bring UP:
  - The sale of access to the Service.
  - The sale of advertising, sponsorships, or promotions located on or within the Service or Content.
  - The sale of advertising, sponsorships, or promotions on any page of blog or website containing Content delivered via the Service, unless other material not obtained from Bring UP appears on the same page and is of sufficient value to be the basis for such sales.
  - The sale of advertising, sponsorships or promotions on any page of a blog or website enabled for advertisements containing Content delivered through the Service, unless another material not obtained from Bring UP appears on the same page and has sufficient value to be the basis of such sales.
- 4.4 In your use of the Service, you will comply with all applicable laws.
- 4.5 Bring UP reserves the right to discontinue any aspect of the Service at any time.

#### **5. Your Use of Content**

In addition to the above general restrictions, the following restrictions and conditions apply specifically to your use of the Content.

- 5.1 You retain your rights to any Content that you submit, post or display on or through the Services. Your audio, photos, and videos incorporated are considered part of the content.
- 5.2 By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Bring UP to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Bring UP, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.
- 5.3 You represent and warrant that you have or have obtained all rights, licenses, consents, permissions, powers and/or authority necessary to grant the rights granted in this document for any Content you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or have the legal right to publish the material and grant it the license.
- 5.4 You understand that by using the Service, you will be exposed to Content from a variety of sources, and that Bring UP is not responsible for the accuracy, usefulness, security or intellectual property rights of such Content. In addition, you understand and acknowledge that you may be exposed to inaccurate, offensive, indecent or objectionable content, and agree to waive, and waive any right, legal or equitable remedy that you have or may have against the Bring Up with respect to which, and in the extent permitted by applicable law, agree to indemnify and hold harmless Bring UP, its owners, operators, affiliates, licensors and licensees to the fullest extent permitted by law with respect to all matters related to your use of the Service.

## **6. Your Content and Conduct**

- 6.1 As a Bring UP account holder you may submit Content to the Service, including pictures and user comments. You understand that Bring UP does not guarantee any confidentiality with respect to any Content you submit.
- 6.2 You will be solely responsible for your own Content and the consequences of sending and publishing your Content on the Service. You affirm, declare and guarantee that you own or possess the licenses, rights, consents and permissions necessary to publish the Content you submit.

## **7. Account Termination Policy**

- 7.1 Bring UP will terminate a user's access to the Service if, in appropriate circumstances, it is determined that the user is a repeat infringer.
- 7.2 Bring UP reserves the right to decide whether the Content violates these Terms of Service for reasons other than copyright infringement, such as, among others, pornography, obscenity or excessive duration. Bring UP may, at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account by sending such material in violation of these Terms of Service.

## **8. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BRING UP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. BRING UP MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. BRING UP DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BRING UP WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **9. Limitation of Liability**

IN NO EVENT SHALL BRING UP, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT BRING UP SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **10. Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Bring UP, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

## **11. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Bring UP without restriction.

## **Privacy Policy**

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This policy describes the information about what data we collect from you and how we use it. We want to allow you to make the best decisions about the information you share with us.

### **Categories of Information we collect**

To provide Bring UP, we must process your information. The types of information we collect depend on how you use our Product. There are three basic categories of information that we collect:

#### **1. Information and content you choose to provide us.**

When you use our Product, we require certain information to provide our services to you. For example, our services require you to set up a basic account, such as: name, an username, a password, an email address, a phone number, your date of birth, and information in or about the content you provide (like metadata), such as your location.

#### **2. Information We Get When You Use Our Services**

Most of the activity in Bring UP is public, including your brief profile information, the time and place that you created an anchor chat room and some information related with your activity (comments or replies) in your anchors or in other anchors. Also, the Club Code that you create or follow is also public.

You are responsible for your anchor chat room, comments, replies and other information that you provide through our services, and you must think carefully about what you make public.

Here is a more complete explanation of the types of information we collect when you use our services:

- Device attributes: information such as operating system, hardware and software versions, battery level, signal strength, and the complements.
- Content information. We collect the content you create in our services, such as the anchor chat room, information about the content you create or provide, such as your comments or replies.
- Device signals: Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- Data from device settings: information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
- Network and connections: information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, and connection speed.

#### **3. How do we use this information?**

We use the information we have as described below to provide and support Bring UP. Here's how:

- Develop, operate, improve, deliver, maintain, and protect our services.
- Send you communications, including by email.
- Monitor and analyze trends and usage.
- Personalize our services or customizing the content we show you, including ads.
- Enhance the safety and security of our products and services.
- Verify your identity and prevent fraud or other unauthorized or illegal activity.
- Use information we've collected from other technology to enhance our services and your experience with them.
- Enforce our Terms of Service and other usage policies.

#### 4. How is this information shared?

Your information is shared with others in the following ways:

- Bring UP will never show your current physical location to other users, instead, it will show the exact location that you or other users have anchored a chat room. The main objective of anchor-a-chat is to allow you to connect only with the users with the same physical location.
- When you use Bring UP to communicate with people or companies, those people and businesses can see the content you send. Another user with your similar current physical location can also see your post and replay your post if they want that.
- People with your similar current physical location can see the time and approximal location when you post.
- You should consider who you choose to share with, because other users who can see your activity on Bring UP can choose to share it with others people and businesses outside the audience you shared with.

#### 5. Sharing with Third-Party Partners.

When you choose to use a specific code (Club code) for third-party events, they can receive information about what you post or share. For example, when you go to a music event and you used the official Club code from the event, the event management company can receive information about your activities in the music event or receive a comment or link that you share from the event on Bring UP.

We work with third-party partners who help us provide and improve Bring UP to grow the businesses, which makes it possible to operate our companies and provide free services to people around USA. We don't sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide. Here are the types of third parties we share information with:

- *Partners who use our analytics services.* We provide aggregated statistics and insights that help people and businesses understand how people are engaging with their posts, events and other content on and off the Bring UP Products. For example, Bring UP business profiles receive information about the number of people or accounts who viewed, reacted to, or commented on their posts, as well as aggregate demographic and other information that helps them understand interactions with their account.
- *Advertisers.* We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, but we don't share information that personally identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us permission.
- *Measurement partners.* We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.
- *Vendors and service providers.* We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Products are used, providing customer service, facilitating payments or conducting surveys.
- *Researchers and academics.* We also provide information and content to research partners and academics to conduct research that advances scholarship and innovation that support our business or mission, and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well-being.
- *Law enforcement or legal requests.* We share information with law enforcement or in response to legal requests in the circumstances outlined below.

#### 6. How can I manage or delete information about me?

We store data until it is no longer necessary to provide our services and "Bring UP" Products. We are planning to give you the option of delete your account, with things you have posted, such as your photos and status updates, and you won't be able to recover that information later. Information that others have shared about you isn't part of your account and won't be deleted.

## **7. Children and Our Services**

Our services are not directed to children, and you may not use our services if you are under the age of 13 (see Terms of Services). You must also be old enough to consent to the processing of your personal data in your country (in some countries we may allow your parent or guardian to do so on your behalf).

## **8. How do we respond to legal requests or prevent harm?**

We access, preserve and share your information with regulators, law enforcement or others:

- In response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States when we have a good-faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves, you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm.

Information we receive about you can be accessed and preserved for an extended period when it is the subject of a legal request or obligation, governmental investigation, or investigations of possible violations of our terms or policies, or otherwise to prevent harm. We also retain information from accounts disabled for terms violations for at least a year to prevent repeat abuse or other term violations.

## **9. How will we notify you of changes to this policy?**

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products.

## **10. How to contact Bring UP with questions**

If you have questions about this policy, you can contact us online ([www.bringup.info](http://www.bringup.info)) or by mail at: [evarela@bringup.info](mailto:evarela@bringup.info)