

TERMS USE, DISCLAIMERS, & PRIVACY POLICY.

(collectively "**Terms**")

Updated August 18, 2018

TERMS OF USE

Welcome and thank you for your interest in The Social MM, LLC *Services* (hereafter "TSMM" or "our," "we," or "us") and our *Website* at <http://www.thesocialmm.com>.

THESE TERMS OF USE ("TERMS") ARE A BINDING LEGAL AGREEMENT. PLEASE READ THE FOLLOWING *TERMS* CAREFULLY. BY *USING*, *VIEWING*, OR *OTHERWISE ACCESSING OUR SERVICES*, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY OUR *TERMS*. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT *USE*, *VIEW*, OR *OTHERWISE ACCESS OUR SERVICES*.

1. Informational Site

Our *Site* is merely for information purposes. We do not collect information on our *Site* and offer no *Services* on our *Site*. If you wish to engage our *Services*, please contact us by phone or email for more information.

2. Definitions.

- a) "**Claim**" or "**Claims**" means any disagreement, controversy, dispute, demand, cause of action, litigation, or other legal proceeding, in equity or law, whatsoever.
- b) "**Information**," means any materials, whether text, audio, visual, or audio-visual on our *Site*, including without limitation, software, associated code, including script, documentation relating to *Use* of the software, text, graphics, logos, icons, *Images*, sound recordings, tutorials, audio-visual clips, and designs, whether provided by us, our licensors, or *Users*, including testimonials.
- c) "**Intellectual Property**" has its commonly understood meaning and includes, without limitation, (i) all ideas reduced to a tangible expression, industrial property, moral rights, discoveries, concepts, work or inventions that are the result of creativity, including, without limitation, patents, trademarks, copyrights, trade dress and trade secrets, whether or not registered or registrable and (ii) confidential and

proprietary information, know-how, and publicity and privacy rights. Without limiting this definition, and by way of example, TTSM's *Intellectual Property* includes the software as a service, its trademarks, and *Site*.

- d) "**Images**" includes visual material in any form and format, including without limitation, photographic stills, audio-visual material, audio, video, multi-media material, or some combination of these.
- e) "**Law**" or "**Laws**" includes all applicable federal, state, and local statutes, rules, regulations, ordinances, and related case law.
- f) "**Linked Account**" means an account that you may have with a third-party social networking service, such as Facebook, Twitter, and/or Google, from which account you are able to link to our *Services*.
- g) "**TTSM**" includes our parents, affiliates, subsidiaries, licensors, officers, directors, managers, employees, volunteers, independent contractors, advisors, contributors, suppliers, advertisers, agents, licensees, representatives, successors, and assigns.
- h) "**Services**," means any and all offerings from us to you, including our *Site*.
- i) "**Site**" or "**Website**", as used in these *Terms*, means <http://www.TheSocialMM.com> and all pages associated with this domain name, including without limitation, any testimonials provided to us.
- j) "**Use**," "**Using**" or "**Used**", as to the *Services*, means accessing, viewing or displaying *TTSM Site* on a single computer or device by an authorized individual ("**User**" or "**User**"). "**Use**" includes transmitting such property to hardware to process information contained therein. *Use* does not permit further transfer without our written authorization.

3. **Changes to *Terms*.**

We reserve the right to change these *Terms*, our *Services*, and our other policies and agreements at any time and in any manner. The most current version of our *Terms* is available on this page of the *Site* and shall replace all previous versions. Any revision will have a new "Updated on" at the beginning or end of these *Terms*. Your only recourse, if you disagree with our *Terms* is to discontinue your access and *Use* of our *Services*.

Where appropriate, you will be notified of changes to these *Terms* by e-mail or when you next visit our *Site* or when you next access our *Services*. The new *Terms* may be displayed on-screen and you may be required to read and accept the updated *Terms* to continue your access and *Use* of our *Services*.

4. **Eligibility.**

Our *Services* are not intended for children. You must be the age of majority in the jurisdiction in which you reside to view this *Site*. By agreeing to these *Terms*, you represent and warrant to us that: (a) you are the age of majority in your jurisdiction, or are not under thirteen (13) if you reside in the U.S., and are competent to agree to these *Terms*; (b) you have not previously been suspended or removed from *Using* our *Services*; (c) you are not a convicted sex offender; and (d) your *Use* of our *Services* is in compliance with any and all applicable *Laws*. **Anyone who wishes to utilize our matchmaking Services must be over the age of twenty one (21).**

5. **Validity of Content.**

Our *Site* is merely informational in nature. We may make changes to the *Information* on the *Site* at any time without notice, however, we make no commitment to update the *Site* for any reason. In addition, *Information* on the *Site* may be out of date, inaccurate, incomplete, or contain errors or omissions. Any changes or failure to make updates shall not be considered evidence of improper action, a breach of these *Terms*, or grounds for an actionable [Claim](#), including attorneys' fees and costs, against us in any manner. Further, the *Site* shall not form the basis of, or be relied upon in connection with, any contract or commitment whatsoever. *Information* published on the *Site* may refer to *Services* that are not available in your country or state.

6. **Contact Information.**

If you provide us with your contact information, we will maintain that information to contact you about your request or about our *Services*. Please see our Privacy Policy for information about your opt out options.

7. **Linked Accounts.**

We may, now or in the future, permit you to register for an account or log into the *Site* through certain *Linked Accounts*. By registering for, or logging into, the *Site* with a *Linked Account*, you agree that we may access and use any account information from the *Linked Account* that you have configured to be made available to third-parties in

this manner, and you agree to the *Linked Account's* terms of use regarding your *Use* of the *Site* via the *Linked Account*. If you have reason to believe that your account is no longer secure, you must immediately notify us at Abby@TheSocialMM.com. You may alter our access permissions by changing the settings on your *Linked Account*.

8. **Payments.**

We may, now or in the future, allow you to make payments, donations, or contributions ("collectively "**Payment**") through the *Site* for *Services* or to causes, nonprofits, and programs that we advocate. If you make such a *Payment*, we shall bill charges through the payment method specified in your account or as otherwise specified by you, for example, a credit card. You authorize such credit card account to pay any amounts so paid, donated, or contributed by you, and authorize us and our authorized payment processor to charge all sums described and authorized to such credit card account. You agree to provide us with updated information regarding your credit card account upon our request and any time the information earlier provided is no longer valid. We enter into agreements with third-party processors to ensure that *Personal Data* and Payment(s) made are maintained as confidential information and only disclosed to *Business Partners* with a legitimate need for that information.

9. **Use of Services.**

We authorize you to *Use* our *Site* only for your own personal, non-commercial, purposes. We retain all copyright and other proprietary rights contained on our *Site*. Whether or not you are a *Services User*, you may not:

- a. Access or *Use* our *Services* for any illegal purpose whatsoever, or in violation of any applicable *Laws*,
- b. Violate or encourage others to violate the rights of third parties,
- c. Interfere with our *Services* or any *User's Use* of our *Services* in any manner,
- d. Make unsolicited offers or advertisements to other *Users*,
- e. Attempt to collect personal information about other *Users* or third parties without their consent,
- f. Circumvent, remove, alter, deactivate, degrade, or thwart any of our content protections,
- g. Frame or utilize any framing techniques to enclose any TTSM trademark, logo, or other proprietary information (including *Images*, text, page layout, or form) without our express written consent,
- h. Purchase search terms or use any metatags or any other "hidden text" utilizing our name or trademarks without our express written consent,
- i. Attempt to hide your identity,

- j. Use any robot, spider, automated technology, device, or manual process to monitor or copy our *Services* or use any of the same to interfere, or attempt to interfere, with our operations, or
- k. Modify our *Services* in any way,
- l. Download, reproduce, rent, sell, publicly display, perform, distribute, or otherwise *Use* our *Services* in whole or in part for any public or commercial purpose,
- m. *Use* our *Services* on any other website or networked computer environment for any purpose.

Any unauthorized use of our *Services* may violate copyright, trademark, and other applicable *Laws*. We retain all rights not expressly granted. Nothing in these *Terms* constitutes a waiver of any rights under any applicable *Laws*. Nothing in these *Terms* should be construed as conferring by implication, estoppel, or otherwise, any license or right to you to any TTSM or third-party *Intellectual Property*.

These restrictions on *Use* of our *Services* shall apply for all periods during and after your *Use* of our *Services*.

10. **Refusal of Service/Right to Terminate.**

You understand and agree that we have the right to refuse to provide *Services* to you or any other individual in whole or in part for any reason in our sole discretion. Such alteration in *Services* or refusal to provide *Services* shall not be a breach of these *Terms* or any agreement with you and shall not subject TTSM to any liability for *Claims*, including attorneys' fees and costs, without limitation, even if you suffer damages.

11. **Copyright.**

Our *Site* is copyrighted and owned solely by, is licensed from others to, or is entrusted by third parties to, TTSM. Your unauthorized use of any *Information* available on the *Site* may violate U.S. Copyright *Laws*, as well as other applicable *Laws*. You may not use our copyrighted materials without our written permission.

12. **Trademarks.**

To the best of our knowledge, we own the following trademark(s) and trade name(s), whether registered in the U.S., elsewhere in the world, or utilized at common law:

The Social MM

Modern Yenta

The Social Modern Matchmaking

The Social MM, LLC

This list may not be complete and we may own additional trademarks or service marks that are not listed herein. If you have questions about our marks, please contact Abby@TheSocialMM.com. You may not use any of our marks without our written permission.

13. **Relief for Breach.**

We reserve all rights and remedies at law and equity in the event you breach any of these *Terms* or violate our rights in any manner. You agree that we may proceed with such injunctive or other equitable relief without the necessity of posting a bond as may be available to prevent your breach and, in addition, may pursue an action to recover damages. You agree that if you have, directly or indirectly, cloned or are using a clone of our *Services* (including the *Site*), in whole or in part, or have intentionally or recklessly utilized our *Services* for your own or a third-party's use, for any reason, you shall be liable for all damages incurred by us, any profits earned through such breach, and you may be subject to an injunction to prevent further breach. We may also terminate your access to our *Services*, without reimbursement for payments made to us, for any breach of these *Terms*.

14. **Business Partners.**

We may have agreements with other individuals or companies ("**Business Partners**"), which partners may change without notice. We do not grant you any rights to further use our *Business Partners'* names or trademarks without our written permission. For *Personal Data* that may be shared with our *Business Partners*, please consult our [Privacy Policy](#).

15. **Links/Third-Party Services.**

Any reference or link to another company, website, product, or service does not constitute or imply any ownership, sponsorship, endorsement arrangement, or any other relationship with TTSM. We make no representation regarding these third

parties and have no control over how third parties use information, their use of “Cookies,” or the safety of content on their websites. Please consult our [Privacy Policy](#) and the information regarding [Linked Sites](#) in that policy. Should you be directed to a third-party website, we disclaim any and all liability whatsoever (as more specifically detailed by our [Disclaimers](#)). Should you have any questions regarding these third parties or the information shared, please contact legal@TheSocialMM.com.

16. **Representation of Condition.**

Our *Services* are provided “**AS IS**” without any warranties, express or implied. You understand and agree that *Use* of our *Services* involves some risk. Accordingly, you hereby assume all risks of *Use*, whatsoever, and waive any rights of action against TTSM, as a result of any injury or condition that may result from such *Use*, and hold TTSM harmless and release us from any and all *Claims*, including attorneys’ fees and costs, arising out of any damage, loss, or injury to you, your family members, heirs, successors, employees, or independent contractors, whether such loss, damage, or injury results from TTSM’s negligence or from any other cause. This waiver and release from liability shall apply for all periods during or after your *Use* of our *Services*.

17. **Electronic Communications.**

By accessing our *Site* and/or *Using* TTSM’s *Services* or contacting us for further information, you consent to receiving our electronic communications. All subscribers and *Site* visitors will be provided with an option to opt out of communications from us in each communication.

You agree that any notice, agreements, disclosure, or other communications that we send to you electronically shall satisfy all legal communication requirements, including that such communications be in writing. Should you wish to opt out of e-mail communications, except for legal notices, please let us know by contacting abby@TheSocialMM.com. We will remove your e-mail from our database for such e-mails within a reasonable time period. Notwithstanding, our delay in complying with your opt-out request shall not be considered a breach of this Agreement.

18. **Severability.**

If any provision of these *Terms* is held to be invalid, illegal, unenforceable, or in conflict with applicable *Laws* or public policy, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.

19. **Indemnity.**

You agree to hold harmless and indemnify TTSM from and against any third-party *Claims*, including attorneys' fees and costs, arising in any way from or related to your *Use* of our *Services*.

20. **Assignability/No Third-Party Beneficiaries.**

We may assign all or part of our rights under these *Terms* in connection with a merger, acquisition, asset sale, operation of *Law*, or otherwise without notice to you. You may not assign your subscription, login information, or rights under these *Terms* to third parties for any reason without our written consent. There are no third-party beneficiaries to these *Terms*.

21. **Choice of Law/Applicable Laws.**

You agree that any legal problems or issues arising as a result of our *Services* are subject to the *Laws* of the State of Colorado, U.S.A., unless U.S. Federal laws apply, without giving effect to any principles of conflict of laws. Only the District Courts in the county in which TTSM has its principal place of business or the U.S. District Court closest to TTSM's principal place of business shall have jurisdiction over matters concerning *Services*. Further, you and TTSM expressly and irrevocably consent to the personal jurisdiction and venue in these courts for any violation of these *Terms*. You also agree that, in any *Claim* with TTSM, you shall only assert *Claims* in an individual (non-class, non-representative) basis, and that you shall not seek or agree to serve as a named representative in a class action or seek relief on behalf of anyone other than yourself.

We administer our *Services* from our offices in Colorado, USA. We make no representation that our *Services*, including without limitation, the *Site* and *Information* thereon, are appropriate or available for *Use* in your jurisdiction, and access to our *Services* from territories where its content is illegal is prohibited. If you choose to access our *Services* from outside the United States, you do so on your own initiative and are responsible for compliance with applicable *Laws*.

22. **Reservation.**

We reserve all rights not expressly granted to you.

23. **Survival.**

These *Terms* and all paragraphs survive termination of your *Use* of our *Services*.

DISCLAIMERS AND LIMITATIONS ON LIABILITY.

Updated August 18, 2018

Our Terms of Use and Privacy Policy are incorporated in these Disclaimers and Limitations on Liability as if fully set forth herein.

1. TTSM assumes no liability for your activity in connection with your *Use* of our *Services* whatsoever. **YOU ARE RESPONSIBLE FOR ALL YOUR USE OF TTSM SERVICES AND TTSM WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THAT USE EXCEPT AS DETAILED HEREIN.** Statements detailed within our *Services* may be statements of future expectations and other forward-looking statements that are based on our current view and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied. **Except as specifically detailed in our Terms, our Services shall not form the basis of, or be relied upon in connection with, any contract or commitment whatsoever.**
2. **TTSM SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, TTSM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) EXPECTED OR INTENDED RESULTS OF ANY INFORMATION, AND (D) NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.**
3. **YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS CAUSED BY YOU OR THIRD PARTIES, DIRECTLY OR INDIRECTLY, OR ORIGINATING IN YOUR ENVIRONMENT, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF TTSM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

4. FURTHER, TTSM DOES NOT GUARANTY OR WARRANT, AND DISCLAIMS ANY AND ALL LIABILITY FOR, YOUR INABILITY TO USE OUR *SERVICES* FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE ACCURACY OR COMPLETENESS, DELAY OR FAILURE OF TRANSMISSION, ERRORS OR OMISSIONS, PROBLEMS WITH THIRD PARTIES WITH WHOM TTSM CONDUCTS BUSINESS, RECOMMENDATIONS BY TTSM, INCOMPATABILITY WITH OPERATING SYSTEMS, BUGS, VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS, AND ANY LOSSES OR DAMAGES WHATSOEVER ARISING FROM THE USE OF THE *SERVICES*.
5. IN NO EVENT SHALL TTSM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHATSOEVER, WITH RESPECT TO OUR *SERVICES* PROVIDED OR THAT ARE OFFERED BY OR FROM THIRD-PARTIES. FOR EXAMPLE, IF YOUR USE OF OUR *SERVICES* FROM RESULTS IN THE NEED FOR MEDICAL ATTENTION FOR YOU, YOUR FAMILY MEMBERS, HEIRS, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, OR YOUR EMPLOYEES, EMPLOYERS, INDEPENDENT CONTRACTORS, OR OTHERS AT YOUR DIRECTION, YOU ASSUME ALL LIABILITY, INCLUDING ATTORNEYS' FEES AND COSTS THEREOF, WITHOUT ANY RIGHT OF CONTRIBUTION OR RECOVERY FROM TTSM.
6. IN THE EVENT *SERVICES* ARE ACCESSED, UTILIZED, PURCHASED, OR LICENSED FROM TTSM IN A JURISDICTION THAT DOES NOT PERMIT ALL OR A PART OF THESE DISCLAIMERS, THE MAXIMUM AMOUNT RECOVERABLE FOR ALL *CLAIMS*, WHETHER BROUGHT AT ONCE OR SEPARATELY OVER TIME, SHALL BE RESTRICTED TO THE AMOUNT PAID DIRECTLY TO TTSM FOR THE *SERVICES*, IF ANY, OR \$50.00 U.S., WHICHEVER IS LESS.
7. **Survival.** All terms in these Disclaimers survive termination of your *Use* of our *Services*.

PRIVACY POLICY

Updated August 16, 2018

TTSM is committed to protecting and respecting your privacy. We also encourage you to review privacy choices you have in your computer's settings.

We understand that you care about the use and storage of your *Personal Data*. This policy explains the information we might collect, use, share, and keep about you, and may change from time to time so please check back here frequently. If you disagree with this Privacy Policy, please discontinue accessing or *Using* our *Services*.

Our [Terms of Use](#) and [Disclaimers and Limitations on Liability](#) are incorporated in this Privacy Policy as if fully set forth herein.

1. **Scope of Policy.**

This Privacy Policy applies to:

- Visitors to our *Site*, including but not limited to www.TheSocialMM.com or any of our affiliates' *Sites*:
 - who request information by e-mail or telephone,
 - who provide *Personal Data* to us,
 - who purchase or license *Services* from us, or
 - who participate in any survey.
- *Users* of our *Services* provided by us or our affiliates or *Business Partners*.

2. **Consent.**

You are never required to provide us with the types of information covered by this Privacy Policy. By accessing or *Using* our *Services*, and/or providing information to us, you do so voluntarily and are expressly opting-in and unambiguously consenting to the collection, use, retention, disclosure, and transfer of your *Personal Data* as explained in this Privacy Policy.

3. **No Use by Children.**

We do not knowingly collect *Personal Data* from anyone under the age of thirteen (13) in the U.S. or the age of majority in your location outside the U.S. Our *Services* are directed at people who are at least the age of majority where they live. If you believe your child has provided us with any *Personal Data*, please contact us by email at Abby@TheSocialMM.com and we will promptly delete that information. **Anyone who**

wishes to utilize our matchmaking Services must be over the age of twenty one (21).

4. Sharing *Personal Data*/Unrelated Third Parties.

We do not share, sell, or rent *Personal Data* to or with unrelated third parties without providing you a choice. *Personal Data* that you provide to us while *Using* our *Services* may be used to contact you for promotional offers, marketing programs, or other communications from us or our *Business Partners*.

5. Sharing *Personal Data*/Business Partners.

Our *Business Partners* who have access to your *Personal Data* in connection with providing services to us or you are required to keep your information confidential and are not permitted to use this information for any other purpose than to carry out the services they are performing or to market products or services to you as long as you have the option to opt out of that communication.

When we make *Personal Data* available to our *Business Partners*, we will not share with them any more *Personal Data* than is necessary; and we will use reasonable efforts to ensure, by contract or otherwise, that they use your information in a manner that is consistent with this Privacy Policy.

6. Information We May Collect from You.

We may collect and process the following types of information about you. The legal definition of *Personal Data* varies by location and only the legal definition that applies in your physical location will apply to you under this Privacy Policy.

Commercial Requests.

What we Collect.

When you download marketing collateral or contact us, we collect and maintain some personal information so we can include you in our marketing database, comply with your request, and send you information on our *Services*. *Personal Data* we collect for these purposes usually includes your name and contact information. Where you contact us by phone, we may also keep a copy of that correspondence and your telephone number.

How Is It Used?

We may use *Personal Data* we collect from you to:

- provide you with the information requested,
- provide you with information that is similar to your inquiry, or
- notify you about changes to our *Services* generally.

Why do we use it?

We use your *Personal Data* to take necessary steps to respond to a request and/or to perform services requested. In addition, direct marketing is necessary for the legitimate business interests we are pursuing.

Who has access to it?

Collected *Personal Data* is available to our employees with a legitimate business need, such as our marketing, order fulfillment team, and operations team.

Your *Personal Data* will be maintained on our private servers and will be encrypted. Any printed information will be maintained in a restricted area. Only our staff with a need to know this information will have access to it.

Clients.

What we Collect.

By subscribing to our *Services*, you are consenting to providing us with certain information that may be considered *Personal Data*, including your name, telephone number, address, credit card information, email address, IP address, geolocation, gender, and age. We will also collect your driver's license information and social security number.

How is it Used?

We use the information provided to us to:

- complete a background criminal check,
- manage, and charge you for, your account,

- carry out our obligations arising from any contracts entered into between you and us,
- provide you with information requested and *Services*, and
- notify you about changes to *Services*.

Why do we use it?

Processing is necessary to perform a contract with you, to provide you with *Services* requested, or to take steps at your request prior to entering into a contract.

Who has access to it?

Information collected is available to our employees with a legitimate business need such as our marketing, order fulfillment team, operations team, and our *Business Partners* who process credit card payments or criminal background checks.

Your *Personal Data* will be maintained on our private servers and will be encrypted. Any printed information will be maintained in a restricted area. Only our staff with a need to know this information will have access to it.

We only collect information from you that may be considered *Personal Data* that is required for our legitimate business purposes. We may request that you provide special categories of *Personal Data* including, for example, information relating to your racial or ethnic origin, political opinions, religious beliefs, or sexual orientation. If so, this data will be transferred to and maintained on our private servers while you are *Using* our *Services*. If you delete your *User* account, this information will be deleted on our servers as well within thirty (30) days.

7. Cookies.

A “Cookie” is a small amount of data generated by a website and saved by your web browser. To the best of our knowledge, we do not conduct any analytics or use Cookies. Any Cookies that might be utilized by third-parties (such as Google® or social media platforms) or our *Business Partners*, such as our web host, can be viewed by reviewing the privacy policies of such sites. GoDaddy hosts our *Site* and its Privacy Policy can be viewed at <https://www.godaddy.com/agreements/showdoc>.

You may disable Cookies in your browser settings. Please keep in mind, disabling all Cookies may impair functionality.

8. **Security.**

Where we store *Personal Data*.

We use private servers to store *Personal Data*.

While no server can be completely secure, we make reasonable efforts to ensure that these servers are kept in a secure, locked environment with restricted access and we have on our own, and in conjunction with the third parties who operate the servers, established physical, electronic, and procedural safeguards to protect your information.

Personal Data stored by us may be accessed and processed by staff operating outside where you reside, who work either for us or for one of our *Business Partners*. This staff may be engaged in fulfilling your order or request, processing a payment, and/or providing support services to us. We require these *Business Partners* to agree to treat your *Personal Data* securely and in accordance with this Privacy Policy and applicable *Law*.

We have implemented a variety of technical and organizational measures to protect *Personal Data* from loss, misuse, unlawful processing, unauthorized access, disclosure, copying, alteration, and destruction. These include limiting access to the databases to a limited number of authorized staff, who are required to enter into non-disclosure agreements before access is afforded to them and who can only access the database for legitimate pre-authorized purposes. Further, access to the databases is password protected. We also have in place audit logs, intrusion detection software, anti-virus or malware protection, and system integrity tools to further protect data stored on these databases.

9. **Hackers.**

While we make reasonable and industry-standard efforts to ensure the integrity and security of our network and systems using the standard measures in place through our *Site* host, we cannot guarantee that such security measures will prevent third-party “hackers” from illegally obtaining this information.

We are not responsible for circumvention of any privacy settings or security measures contained in our *Services*, including the illegal acts of third parties (such as criminal hacking).

We disclaim any and all liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties as more specifically detailed in our [Disclaimers](#). **ANY TRANSMISSION IS AT YOUR OWN RISK.**

10. **Third-Party Websites.**

Our *Services* may, from time to time, contain links to and from third-party websites. We only link to the home page of third-party content. If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any *Personal Data* that may be collected through these websites or services.

We urge you to exercise care when providing information to anyone and to check the policies and terms of all third-party websites before you submit any *Personal Data*.

11. **Advertising.**

We may use third-party advertising companies to serve ads when you access or *Use* our *Services*. Such third-party companies may use information (not including your name, address, geolocation, or e-mail address) about your visits to this and other websites to provide advertisements on sites, goods, and services that may be of interest to you. If you would like more information about this practice, and to know your choices about not having this information used by these companies, please review your rights at the [Network Advertising Initiative](#). You may ask websites not to track you in your browser's preferences.

12. **Social Media.**

When you use features such as social networking, chat rooms, or forums, you should take precautions not to submit any *Personal Data* that you do not want to be seen, collected, or used by others.

Our *Services* include features from social media websites. These features may collect your IP address, which page you are visiting on our *Site*, and may set a Cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our *Site*. This Privacy Policy does not apply to these

features. Your interactions with these features are governed by the privacy policy, terms, and other policies of the companies providing those features.

13. Retention.

The amount of time we hold your *Personal Data* will vary but will not be kept for longer than is necessary for the purposes for which it is being processed. We will retain your *Personal Data* in accordance with the following criteria:

Commercial Requests. We will retain your *Personal Data* solely for the legitimate business purpose of responding to your request or inquiry and to communicate with you regarding our other *Services*. You may opt out of such communications at any time and you will be provided with that opportunity within each communication.

Client Information. If you are a client, we will retain your *Personal Data* indefinitely while you are *Using* or accessing our *Services*. When you stop *Using* our *Services*, we will destroy your *Personal Data* or render it unreadable or indecipherable within thirty (30) days. Anonymized *Personal Data* by continue to be available to our staff for statistical purposes and to improve our *Services*.

Personal Data required for a criminal background check will not be maintained after the background check has been completed. Such information will be destroyed.

14. Your Rights.

You have certain rights in relation to the *Personal Data* we process. These rights to access, correct, amend, or delete *Personal Data* vary by location and only the rights available to you in your physical location will be enforceable by you under this Privacy Policy.

Typically, you have the following rights:

- The right to access your *Personal Data* unless access is subject to a legal exception.
- The right to have your *Personal Data* corrected if it is inaccurate or incomplete.
- The right to have your *Personal Data* not processed, however we will not be able to provide you with *Services*.
- The right to have your *Personal Data* erased if it is no longer necessary or required in relation to the purposes and there are no other overriding legitimate grounds for us to continue processing it.

- The right to opt out if your *Personal Data* is to be used for a purpose that is materially different from the purpose(s) for which it was originally collected or you subsequently authorized.
- The right to complain to a supervisory authority if you think your rights have been infringed.
- You may also have the right to request that a business disclose the categories or details of *Personal Data* collected.
- The right to receive notice as required by applicable *Laws* in the event your *Personal Data* is subject to a security breach.

To exercise your rights, you may make an inquiry by sending an email request directly to our Data Compliance Officer at Abby@TheSocialMM.com.

We will respond to your request in accordance with the *Laws* that apply to you. When you make your request, we will maintain your request and related *Personal Data* as we maintain other *Personal Data* for [Commercial Requests](#) in order to respond, after which time we will delete the *Personal Data* provided in the request.

Access requests are free; however, we reserve the right to charge a reasonable fee to comply with your request when your request is unfounded or excessive.

15. **Complaints.**

If you have a complaint regarding this Privacy Policy or how your *Personal Data* is being maintained, used, or processed, you should first contact our Data Compliance Officer, whose contact details appear below:

Attention: Data Compliance Officer
Abby@TheSocialMM.com

16. **Contact.**

Questions, comments, notices, and requests regarding this Privacy Policy are welcomed and should be emailed to our Data Compliance Officer at Abby@TheSocialMM.com. Please make sure that you identify the *Site* and/or *Services* through which you submitted *Personal Data* to enable us to identify your records. We will respond to your communications within thirty (30) days unless your request involves information that requires significant and/or unusual research.

17. Changes to Privacy Policy.

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or provided when you next visit our *Site* or when you next access our *Services*. The new policy may be displayed on-screen and you may be required to read and accept this policy to continue your access and *Use* of our *Services*.