

PRIVACY POLICY AND TERMS OF USE

1. INTRODUCTION

This website (“Site”) provides information regarding Genius Box, Inc. (“Genius Box”) for potential customers of Genius Box. This “Privacy Policy and Terms of Use” (referred to below as the “Terms”) has been written to describe the conditions under which this Site is being made available to you. The Terms discuss important limitations about the way you may use and rely upon materials you find on the Site. Read this Terms carefully. By using this Site, you will be deemed to have accepted them. If you do not accept the Terms, you may not use this Site.

2. USE OF SITE

We authorize you to view and download the materials at this Site only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. Any use of these materials on any other website or networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted and any unauthorized use of any materials at this Site may violate copyright, trademark, and other laws. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

3. INFORMATION GATHERED

We are the sole owner of the information collected on the Site. We collect personally identifiable information from our users at several different points on the Site.

We gather two types of information from you when you visit the Site: information you submit to us voluntarily, whether for registration, newsletter or other purposes, or information our Site gathers automatically.

4. INFORMATION YOU PROVIDE US

To respond to your requests or enable you to register on the Site, we may request such personally identifiable information as your name, residential and/or business address, email address, and/or telephone number(s). You do not, however, need to provide us with personally identifiable information to use many features of the Site. Your contact information may be used to contact you or to respond to your requests. If you do not wish to receive information from us, you may opt-out of receiving future mailings by responding as directed in the opt-out instructions or by contacting us directly at info@geniusbox.me.

We do not want to receive confidential or proprietary information from you through this Site. Any material, information or other communication (“Communications”) you transmit or post to this Site will be considered non-confidential and non-proprietary. We will have no obligations with respect to the Communications, other than to treat your personally identifiable information in accordance with our privacy practices described herein.

5. INFORMATION WE COLLECT

When users browse our Site, we may log the IP address and other typical tracking information, but the user's identity remains anonymous. This information is aggregated into our log files as site-wide information and is used for system administration and auditing purposes. We may also use the IP addresses to gather statistical information for marketing purposes. Such information is not used to identify individuals or to reveal personal information.

(a) Log Files

As is true of most web sites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole.

We do not link this automatically-collected data to personally identifiable information.

(b) Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. We do not link the information we store in cookies to any personally identifiable information you submit while on our site.

We use session ID cookies and/ persistent cookies. We use session cookies to make it easier for you to navigate our site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

Persistent cookies enable us to track and target the interests of our users to enhance the experience on our site.

If you reject cookies, you may still use our site, but your ability to use some areas of our site may be limited.

We use clear gifs in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If you would like to opt-out of these emails, please see "Choice and Opt-out."

6. SECURITY

While we try to prevent third party access to personally identifiable information, internet communications are not always secure. We cannot promise you that third parties can not access

your personally identifiable information. It is a condition of your use of this Site that you agree we are not liable for any such disclosure.

7. INFORMATION SHARING

We may use personally identifiable information that you provide for marketing and statistical purposes. However, we never intentionally disclose individually identifiable information about our users to third parties without permission to do so, except as required by law or to protect the rights, property or safety of ourselves, our users, or others. We do not sell users names or email addresses to other companies so that they can send unsolicited email or written promotional materials. We may employ other companies and individuals to perform functions on our behalf, such as provide marketing assistance, process credit card payments, or provide customer service, but the purpose of such companies or individuals use of such information is limited to performing their function for us and not for any other purpose.

8. OPT-OUT OPTIONS

We understand you may desire to stop receiving promotional messages from us. You will be given the opportunity to stop receiving future email communication, or any newsletter or other regular mailing, by following the opt-out instructions included in each mailing or by contacting us at info@geniusbox.me.

9. BUSINESS TRANSITIONS

In the event we go through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via prominent notice on our Site of any such change in ownership or control of your personal information.

10. DISCLAIMERS

THE MATERIALS AT THIS SITE ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Our obligations with respect to our products and services are governed solely by the agreements under which they are provided and nothing on this Site should be construed to alter such agreements. We further do not warrant the accuracy and completeness of the materials at this Site. We may make changes to the materials at this Site, or to the products and prices described in them, at any time without notice. The materials at this Site may be out of date, and we make no commitment to update the materials and services at this Site. Information published at this Site may refer to products, programs or services that are not available in your country. Consult your local business contact for information regarding the products, programs and services that may be available to you. Applicable law may not allow the exclusion of implied warranties, so this exclusion may not apply to you.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OUR SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEBSITES LINKED TO THIS SITE, OR THE MATERIALS OR INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, INFORMATION OR SERVICES FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

12. LINKS TO THIRD-PARTY WEBSITES

Links on this Site to third-party websites are provided solely as a convenience to you. If you use these links, you will leave this Site. We have not reviewed all of these third-party sites and do not control and are not responsible for any of these sites or their content. Thus, we do not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this Site, you do this entirely at your own risk.

We encourage you to be aware when you leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. The privacy policy contained in these Terms applies only to information collected by this Site.

13. GENERAL

We administer this Site from our offices in the State of Connecticut USA. We make no representation that materials or services at this Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You may not use or export or re-export the materials or services at this Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. These Terms will be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any principles of conflicts of laws.

14. CHANGES IN THESE TERMS

We may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

15. CONTACTING US

If you have any questions about these Terms, our privacy practices, or this Site you may contact: info@geniusbox.me.

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