

EFFECTIVE AUGUST 1, 2024

THEWOXBOX.COM

PRIVACY POLICY

WOXBOX (“Woxbox”, also referred to below as “We”, “Our”, “Us” or “the Company”) respects Your privacy and is committed to protecting it through compliance with this privacy policy (“Privacy Policy”).

This policy describes the types of information that We may collect from You or that You may provide when You visit the Website, www.thewoxbox.com (the “Website”), and Our practices for collecting, using, maintaining, protecting and disclosing that information.

Woxbox provides products and services on and through Our Website. This Privacy Policy describes the types of information We gather from those who visit or place orders through the Website and how We use and disclose that information.

By visiting or placing orders through the Website, You accept and agree to be legally bound by this Privacy Policy. If You do not agree to the terms of this Privacy Policy, Your choice is not to use Our Website.

This policy may change from time to time (see “Changes to Our Privacy Policy” below). Your continued use of this Website after We make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

If You have any questions about this Privacy Policy, You can contact Us using the information in the “Contact Us” section below.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions

For the purposes of this Privacy Policy:

- **Account** means a unique account created for You to access Our Service or parts of Our Service.
- **Business**, for the purpose of the CCPA (California Consumer Privacy Act), refers to the Company as the legal entity that collects Consumers’ personal information and determines the purposes and means of the processing of Consumers’ personal information or on behalf of which such information is collected and that alone, or jointly with others, determines the purposes and means of the processing of consumers’ personal information, that does business in the State of California.
- **Company** (referred to as either “the Company”, “Woxbox”, “We”, “Us” or “Our” in this Agreement) refers to Woxbox, Aurora, Ontario, Canada.
For the purpose of the GDPR, the Company is the Data Controller.
- **Consumer**, for the purpose of the CCPA (California Consumer Privacy Act), means a natural person who is a California resident. A resident, as defined in the law, includes (1) every individual who is in the USA for other than a temporary or transitory purpose and (2) every individual who is domiciled in the USA who is outside the USA for a temporary or transitory purpose.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a Website, containing the details of Your browsing history on that Website among its many uses.
- **The Country** refers to: Ontario, Canada
- **Data Controller**, for the purposes of the GDPR (General Data Protection Regulation), refers to the Company as the legal person who alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

- **Do Not Track (DNT)** is a concept that has been promoted by US regulatory authorities, in particular the U.S. Federal Trade Commission (FTC), for the Internet industry to develop and implement a mechanism for allowing internet users to control the tracking of their online activities across Websites.
- **Facebook Business Page** is a public profile named Woxbox Gift specifically created by the Company on the Facebook social network accessible from <https://www.facebook.com/woxboxgift>
- **Personal Data** is any information that relates to an identified or identifiable individual. For the purposes of GDPR, Personal Data means any information relating to You such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity. For the purposes of the CCPA, Personal Data means any information that identifies, relates to, describes or is capable of being associated with, or could reasonably be linked, directly or indirectly, with You.
- **Sale**, for the purpose of the CCPA (California Consumer Privacy Act), means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's personal information to another business or a third party for monetary or other valuable consideration.
- **Service** refers to the Website.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used. For the purpose of the GDPR, Service Providers are considered Data Processors.
- **Third-party Social Media Service** refers to any Website or any social network Website through which a User can log in or create an account to use the Service.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website** refers to Woxbox, accessible from <https://www.thewoxbox.com>
- **You** References to "You" and "Your" in this Privacy Policy means (a) any person accessing this Website, whether as a visitor, purchaser of a Woxbox or Invited Guest or Collaborator or Contributor to a Woxbox, and (b) recipients of a Woxbox. It means the individual accessing or using the Service, or the Company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
Under GDPR (General Data Protection Regulation), You can be referred to as the Data Subject or as the User as You are the individual using the Service.

CHILDREN UNDER THE AGE OF 13

The Website is directed to adults and is not intended for children under 13 years of age. If You are under 13 and want to order from Our Website, please ask Your parent or guardian to do this for You.

No one under the age of 13 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 13. If You are under 13, do not use or provide any information on this Website or on or through any of its features, make any purchases through the Website, or provide any information about yourself to Us, including Your name, address, telephone number, or email address. If We learn We have collected or received personal information from a child under 13 without verification of parental consent, We will delete that information. If You believe We might have any information from or about a child under 13, please contact Us using the information in the "Contact Us" section below.

INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

We collect several types of information from and about users of Our Website, including information:

- By which You may be personally identified, such as By name, postal address, e-mail address, telephone number and credit card information ("personal information");
- That is about You but individually does not identify You; and/or
- About Your internet connection, the equipment You use to access Our Website and usage details.

We collect this information:

- Directly from You when You provide it to Us.

- From individuals who have invited You to contribute to a Woxbox.
- From individuals who have bought You a Woxbox or have contributed to Your Woxbox.
- Automatically as You navigate through the site, information collected automatically may include usage details, IP addresses and information collected through cookies and web beacons.

INFORMATION WE COLLECT TO CREATE A WOXBOX

In order to purchase and create a Woxbox, You will need to provide Us with certain information, including the following:

- Information about You, including Your name, contact information and credit card information;
- Information about the individual for whom You are purchasing the Woxbox (the “Recipient”), including his or her name, the occasion being celebrated (e.g., birthday), and shipping address (if You want Us to ship the Woxbox directly to the Recipient) or email address (if You want Us to email the Digital Woxbox directly to the Recipient); and
- Information about any other person that You invite to contribute to the Woxbox (collectively, the “Guests” or “Collaborators” or “Contributors”), including his or her email addresses.

In order to contribute to a Woxbox that You purchase or to which You are invited to contribute, You will submit messages, pictures (photos) and other content (collectively, “Content”) to the Website. All such Content will be viewable to Us, and We will use and disclose that information in order to create the Woxbox. All Content contributed by a “Guest”, “Collaborator”, “Contributor” and/or “Recipient” will also be viewable by the purchaser of the Woxbox to which the Content was contributed. We are not responsible for any use or disclosure of any Content by the purchaser of a Woxbox.

You may provide Us with information when You communicate with Us by email, telephone or otherwise. We may retain records of any such correspondence (including email addresses, contents of emails, transcripts of telephone calls, copies of letters, etc.). We may use such information in order to respond to any inquiries if We determine, in Our sole discretion, that a response is warranted. We may also keep records of purchases made by You and the types of products that appeal to You.

INFORMATION WE COLLECT THROUGH AUTOMATIC DATA COLLECTION TECHNOLOGIES.

As You navigate through and interact with Our Website, We may use automatic data collection technologies to collect certain information about Your equipment, browsing actions and patterns, including:

- Details of Your visits to Our Website, including traffic data, location data, logs and other communication data and the resources that You access and use on the Website.
- Information about Your computer and internet connection, including Your IP address, operating system and browser type.

We also may use these technologies to collect information about Your online activities over time. The Website does not respond to Do Not Track Signals.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device’s unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit Our Service or when You access the Service by or through a mobile device.

The information We collect automatically does not include personal information, but We may maintain it or associate it with personal information We collect in other ways. It helps Us to improve Our Website and to deliver a better and more personalized service, including by enabling Us to:

- Estimate Our audience size and usage patterns.
- Store information about Your preferences, allowing Us to customize Our Website according to Your individual interests.
- Recognize You when You return to Our Website.
- Grant access to Your account and purchases.
- Tailor outreach and promotions to Your interests.

The technologies We use for this automatic data collection may include the following:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of Your computer. You may refuse to accept browser cookies by activating the appropriate setting on Your browser. However, if You select this setting You may be unable to access certain parts of Our Website. Unless You have adjusted Your browser setting so that it will refuse cookies, Our system will issue cookies when You direct Your browser to Our Website.
- **Flash Cookies.** Certain features of Our Service may use locally stored objects (or Flash Cookies) to collect and store information about Your preferences or Your activity on Our Service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies. For more information on how You can delete Flash Cookies, please read "Where can I change the settings for disabling, or deleting local shared objects?" available at https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main_Where_can_I_change_the_settings_for_disabling_or_deleting_local_shared_objects
- **Web Beacons.** Pages of Our Website and Our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an e-mail and for other related Website statistics (for example, recording the popularity of certain Website content and verifying system and server integrity).

THIRD-PARTY USE OF COOKIES AND OTHER TRACKING TECHNOLOGIES.

Some content or applications on the Website are served by third-parties, including servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about You when You use Our Website. The information they collect may be associated with Your personal information or they may collect information, including personal information, about Your online activities over time and across different websites and other online services.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies here: [All About Cookies by TermsFeed](#).

We use both Session and Persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**
Type: Session Cookies
Administered by: Us
Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.
- **Cookies Policy / Notice Acceptance Cookies**
Type: Persistent Cookies
Administered by: Us
Purpose: These Cookies identify if users have accepted the use of cookies on the Website.
- **Functionality Cookies**
Type: Persistent Cookies
Administered by: Us
Purpose: These Cookies allow Us to remember choices You make when You use the Website, such as remembering Your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter Your preferences every time You use the Website.
- **Tracking and Performance Cookies**
Type: Persistent Cookies
Administered by: Third-Parties
Purpose: These Cookies are used to track information about traffic to the Website and how users use the Website. The information gathered via these Cookies may directly or indirectly identify You as an individual visitor. This is because the information collected is typically linked to a pseudonymous identifier associated with the device You use to access the Website. We may also use these Cookies to test new pages, features or new functionality of the Website to see how Our users react to them.

Targeting and Advertising Cookies

Type: Persistent Cookies

Administered by: Third-Parties

Purpose: These Cookies track Your browsing habits to enable Us to show advertising which is more likely to be of interest to You. These Cookies use information about Your browsing history to group You with other users who have similar interests. Based on that information, and with Our permission, third party advertisers can place Cookies to enable them to show adverts that We think will be relevant to Your interests while You are on third-party websites.

We do not collect personal Information automatically, but We may tie this information to personal information about You that We collect from other sources or You provide to Us.

HOW WE USE YOUR INFORMATION

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain Our Service**, including monitoring the usage of Our Service.
- **To manage Your Account**: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- **For the performance of a contract**: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **To contact You**: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which We offer that are similar to those that You have already purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests**: To attend and manage Your requests to Us.
- **To deliver targeted advertising to You**: We may use Your information to develop and display content and advertising (and work with third-party vendors who do so) tailored to Your interests and/or location and to measure its effectiveness.
- **For business transfers**: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about Our Service users is among the assets transferred.
- **For other purposes**: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of Our promotional campaigns and to evaluate and improve Our Service, products, services, marketing and Your experience.

We use information that We collect about You or that You provide to Us, including any personal information: (i) to present Our Website and its contents to You; (ii) to provide You with information, products or services that You request from Us; (iii) to fulfill any other purpose for which You provide it; (iv) to carry out Our obligations and enforce Our rights arising from any contracts entered into between You and Us, including for billing and collection; (v) to notify You about changes to the Website or any products or services We offer or provide through it; (vi) to allow You to participate in interactive features on the Website; (vii) in any other way We may describe when You provide the information; and (viii) for any other purpose with Your consent.

If You are a customer of Woxbox or if You otherwise provide Us with Your email address, We may use the information You provide in order to send You periodic emails communicating promotions and specials as well as information about certain products and services provided by Us. If You do not want to receive emails from Us for anything other than emails directly relating to Your order, please do not check the relevant box located on the form on which We collect Your data. If You want to stop receiving emails for anything other than those relating to Your order, please click the unsubscribe button in the email. If that doesn't work, please contact Us using the information in the "Contact Us" section below.

We may also use Your information to contact You about goods and services that may be of interest to You. If You do not want Us to use Your information in this way, please do not check the relevant box located on the form on which We collect Your data.

DISCLOSURE OF YOUR INFORMATION

We may disclose aggregated information about Our users without restriction.

We may disclose personal information that We collect or You provide as described in this privacy policy:

- To fulfill the purpose for which You provide it. For example, We include Content submitted by Guests or Collaborators or Contributors in the applicable Woxbox.
- To contractors, service providers and other third parties We use to support Our business.
- To Our subsidiaries, business partners and affiliates.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by Us is among the assets transferred.
- Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).
- For any other purpose disclosed by Us when You provide the information.
- With other users: when You share personal information or otherwise interact in public areas with other users, such information may be viewed by all users and may be publicly distributed outside. If You interact with other users or register through a Third-Party Social Media Service, Your contacts on the Third-Party Social Media Service may see Your name, profile, pictures and description of Your activity. Similarly, other users will be able to view descriptions of Your activity, communicate with You and view Your profile.

We may also disclose Your personal information:

- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To enforce or apply Our Terms of Use and Conditions of Sale (“Terms of Use”), including for billing and collection purposes.
- If We believe disclosure is necessary or appropriate to protect the rights, property, or safety of Woxbox, Our customers or others.

CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION

We strive to provide You with choices regarding the personal information You provide to Us. We have created mechanisms to provide You with the following control over Your information:

- Tracking Technologies. You can set Your browser to refuse all or some browser cookies or to alert You when cookies are being sent. If You disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- Promotional Offers from the Company. If You do not wish to have Your e-mail address used by the Company to promote Our products or services, You can opt-out by reaching out to Us on Our contact page. If We have sent You a promotional e-mail, You may unsubscribe on that email. You may also send Us a return e-mail asking to be omitted from future promotional e-mail distributions.

ACCESSING AND CORRECTING YOUR INFORMATION

You may contact Us using the information in the “Contact Us” section below to request access to, correct or delete any personal information that You have provided to Us. In order to delete Your personal information, We may have to also delete Your user account and/or stop work on Your Woxbox. We may not accommodate a request to change information if We believe the change would violate any law or legal requirement or cause the information to be incorrect. You are able to delete Your account and all of its stored content in the Account Details section of the Woxbox Web App. Selecting to delete Your account will initiate a 30-day account deletion process that will permanently remove all personal information and projects stored in Our system.

If You contribute Content to a Woxbox as a Guest or Collaborator or Contributor, copies of such Content will be included in the Woxbox and may remain viewable to the purchaser of the Woxbox and to Us. If You would like such Content deleted, please reach out to Us on Our contact page. Please note that deleted Content may remain viewable in cached and archived pages or might have been copied or stored by the purchaser of the Woxbox.

Retention of Your Personal Data

We will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with Our legal obligations (for example, if We are required to retain Your data to comply with applicable laws), resolve disputes, and enforce Our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to – and maintained on – computers located outside of Your province, territory, state, country or other governmental jurisdiction where the data protection laws may differ from those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Detailed Information on the Processing of Your Personal Data

Service Providers have access to Your Personal Data only to perform their tasks on Our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service providers to monitor and analyze the use of Our Service.

- **Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports Website traffic. Google uses the data collected to track and monitor the use of Our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made Your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page:

<https://policies.google.com/privacy>

Advertising

We may use Service providers to show advertisements to You to help support and maintain Our Service.

- **Google AdSense & DoubleClick Cookie**

Google, as a third-party vendor, may use cookies to serve ads on Our Service. Google's use of the DoubleClick cookie enables it and its partners to serve ads to Our users based on their visit to Our Service or other Websites on the Internet.

You may opt out of the use of the DoubleClick Cookie for interest-based advertising by visiting the Google Ads Settings web page: <http://www.google.com/ads/preferences/>

- **Bing Ads**

Bing Ads is an advertising service provided by Microsoft Inc.

You can opt-out from Bing Ads by following the instructions on the Bing Ads Opt-out page:

<https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

For more information about Bing Ads, please visit their Privacy Policy: <https://privacy.microsoft.com/en-us/PrivacyStatement>

Email Marketing

We may use Your Personal Data to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You. You may opt out of receiving any or all of these communications from Us by following the unsubscribe link or instructions provided in any email We send or by contacting Us.

We may use Email Marketing Service Providers to manage and send emails to You.

- **Flodesk**

For more information on the privacy practices of Flodesk, please visit their Privacy policy: <https://flodesk.com/privacy-policy>

Payments

We may provide paid products and/or services within the Service. In that case, We may use third-party services for payment processing (e.g. payment processors).

We will not store or collect Your payment card details. That information is provided directly to Our third-party payment processors whose use of Your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

- **Stripe**

Their Privacy Policy can be viewed at <https://stripe.com/en-ca/legal/privacy-center>

Behavioral Remarketing

The Company uses remarketing services to advertise on third-party websites to You after You visit Our Service. We and Our third-party vendors may use cookies and non-cookie technologies to help Us recognize Your Device and understand how You use Our Service so that We can improve Our Service to reflect Your interests and serve You advertisements that are likely to be of more interest to You.

These third-party vendors collect information about Your activity on Our Service to enable Us to:

- Measure and analyze traffic and browsing activity on Our Service
- Show advertisements for Our products and/or services to You on third-party websites
- Measure and analyze the performance of Our advertising campaigns

Some of these third-party vendors may use non-cookie technologies that may not be impacted by browser settings that block cookies. Your browser may not permit You to block such technologies. You can use the following third-party tools to decline the collection and use of information for the purpose of serving You interest-based advertising:

- The NAI's opt-out platform: <http://www.networkadvertising.org/choices/>
- The EDAA's opt-out platform <http://www.youronlinechoices.com/>
- The DAA's opt-out platform: <http://optout.aboutads.info/?c=2&lang=EN>

We may share information, such as hashed email addresses (if available) or other online identifiers collected on Our Service with these third-party vendors. This allows Our third-party vendors to recognize and deliver You ads across devices and browsers. To read more about the technologies used by these third-party vendors and their cross-device capabilities please refer to the Privacy Policy of each vendor listed below.

The third-party vendors We use and/or may use are:

- **Google Ads (AdWords)**

Google Ads (AdWords) remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out Browser Add-on - <https://tools.google.com/dlpage/gaoptout> - for Your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page:

<https://policies.google.com/privacy>

- **Bing Ads Remarketing**

Bing Ads remarketing service is provided by Microsoft Inc.

You can opt-out of Bing Ads interest-based ads by following their instructions:

<https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

You can learn more about the privacy practices and policies of Microsoft by visiting their Privacy Policy page:

<https://privacy.microsoft.com/en-us/PrivacyStatement>

- **Facebook**

Facebook remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page:

<https://www.facebook.com/help/164968693837950>

To opt out from Facebook's interest-based ads, follow these instructions from Facebook:

<https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioural Advertising established by the Digital Advertising Alliance.

You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA

<http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://Youradchoices.ca/> or the European

Interactive Digital Advertising Alliance in Europe <http://www.Youronlinechoices.eu/>, or opt-out using Your mobile device settings.

For more information on the privacy practices of Facebook, please visit Facebook's Data Policy:

<https://www.facebook.com/privacy/explanation>

- **Instagram**

Instagram remarketing service is provided by Meta, the parent company of Instagram.

- For more information on the privacy practices of Instagram, please visit Meta's Privacy Policy:

https://privacycenterinstagram.com/policy/?entry_point=ig_help_center_data_policy_redirect

- **LinkedIn** LinkedIn remarketing service is provided by LinkedIn Corporation.

You can learn more about interest-based advertising on LinkedIn by visiting this page:

<https://www.linkedin.com/help/linkedin/answer/62931>

To opt out of LinkedIn's interest-based ads, follow these instructions from LinkedIn:

<https://www.linkedin.com/help/linkedin/answer/62931>

LinkedIn adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You

can also opt-out from LinkedIn and other participating companies through the Digital Advertising Alliance in the USA:

<http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada: <http://youradchoices.ca/>, or the European

Interactive Digital Advertising Alliance in Europe: <http://www.youronlinechoices.eu/>. Alternatively, You can opt out using Your mobile device settings.

For more information on the privacy practices of LinkedIn, please visit LinkedIn's Privacy Policy:

<https://www.linkedin.com/legal/privacy-policy>

- **Pinterest**

Pinterest remarketing service is provided by Pinterest Inc.

You can opt out of Pinterest's interest-based ads by enabling the "Do Not Track" functionality of Your web browser or by following Pinterest instructions: <http://help.pinterest.com/en/articles/personalization-and-data>

You can learn more about the privacy practices and policies of Pinterest by visiting their Privacy Policy page:

<https://about.pinterest.com/en/privacy-policy>

- **Tik Tok** Tik Tok remarketing service is provided by Tik Tok Inc.

You can opt out of Pinterest's interest-based ads by enabling the "Do Not Track" functionality of Your web browser or by following Tik Tok's instructions: <https://www.tiktok.com/privacy/ads-and-your-data/en#>

You can learn more about the privacy practices and policies of Tik Tok by visiting their Privacy Policy page:

<https://www.tiktok.com/privacy/ads-and-your-data/en#>

Usage, Performance and Miscellaneous

We may use third-party Service Providers to provide better improvement of Our Service.

- **Google Places**

Google Places is a service that returns information about places using HTTP requests. It is operated by Google.

Google Places service may collect information from You and from Your Device for security purposes.

The information gathered by Google Places is held in accordance with the Privacy Policy of Google:

<https://www.google.com/intl/en/policies/privacy/>

LINKS TO OTHER WEBSITES

The Website and emails that We send You might include links to other websites. We cannot be responsible for the privacy practices of those websites, and We caution You to be aware of the privacy practices of all websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services. This Privacy Policy and Our other policies do not apply to any other website.

YOU AGREE THAT YOUR USE OF ANY THIRD-PARTY WEBSITE IS AT YOUR SOLE RISK, AND WITHOUT WARRANTIES OF ANY KIND BY WOXBOS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES WILL WOXBOS ACCEPT LIABILITY FOR ANY DAMAGES ARISING OUT OF ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY WEBSITE, OR FOR ANY INFORMATION APPEARING ON THIRD-PARTY WEBSITES.

General Data Protection Regulation (GDPR) Privacy

Legal Basis for Processing Personal Data under GDPR

We may process Personal Data under the following conditions:

- **Consent:** You have given Your consent for processing Personal Data for one or more specific purposes.
- **Performance of a contract:** Provision of Personal Data is necessary for the performance of an agreement with You and/or for any pre-contractual obligations thereof.
- **Legal obligations:** Processing Personal Data is necessary for compliance with a legal obligation to which the Company is subject.
- **Vital interests:** Processing Personal Data is necessary in order to protect Your vital interests or of another natural person.
- **Public interests:** Processing Personal Data is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Company.
- **Legitimate interests:** Processing Personal Data is necessary for the purposes of the legitimate interests pursued by the Company.

In any case, the Company will gladly help to clarify the specific legal basis that applies to the processing, and in particular, whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Your Rights under the GDPR

The Company undertakes to respect the confidentiality of Your Personal Data and to guarantee You can exercise Your rights.

You have the right under this Privacy Policy, and by law if You are within the EU, to:

- **Request access to Your Personal Data.** The right to access, update or delete the information We have on You. Whenever made possible, You can access, update or request deletion of Your Personal Data directly within Your account settings section. If You are unable to perform these actions yourself, please contact Us to assist You. This also enables You to receive a copy of the Personal Data We hold about You.
- **Request correction of the Personal Data that We hold about You.** You have the right to have any incomplete or inaccurate information We hold about You corrected.
- **Object to processing of Your Personal Data.** This right exists where We are relying on a legitimate interest as the legal basis for Our processing and there is something about Your particular situation, which makes You want to object to Our processing of Your Personal Data on this ground. You also have the right to object where We are processing Your Personal Data for direct marketing purposes.
- **Request erasure of Your Personal Data.** You have the right to ask Us to delete or remove Personal Data when there is no good reason for Us to continue processing it.
- **Request the transfer of Your Personal Data.** We will provide to You, or to a third party You have chosen, Your Personal Data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which You initially provided consent for Us to use or where We used the information to perform a contract with You.
- **Withdraw Your consent.** You have the right to withdraw Your consent to use Your Personal Data. If You withdraw Your consent, We may not be able to provide You with access to certain specific functionalities of the Service.

Exercising Your GDPR Data Protection Rights

You may exercise Your rights of access, rectification, cancellation and opposition by contacting Us. Please note that We may ask You to verify Your identity before responding to such requests. If You make a request, We will try Our best to respond to You as soon as possible.

You have the right to complain to a Data Protection Authority about Our collection and use of Your Personal Data. For more information, if You are in the European Economic Area (EEA), please contact Your local data protection authority in the EEA.

Facebook Official Page

Data Controller for the Facebook Official Page

The Company is the Data Controller of Your Personal Data collected while using the Service. As the operator of the Facebook official Page <https://www.facebook.com/Woxboxgift> and the operator of the social network Facebook are Joint Controllers.

The Company has entered into agreements with Facebook that define the terms for use of the Facebook Page, among other things. These terms are mostly based on the Facebook Terms of Service: <https://www.facebook.com/terms.php>

Visit the Facebook Privacy Policy <https://www.facebook.com/policy.php> for more information about how Facebook manages Personal data or contact Facebook online, or by mail: Facebook, Inc. ATTN, Privacy Operations, 1601 Willow Road, Menlo Park, CA 94025, United States.

Facebook Insights

We use the Facebook Insights function in connection with the operation of the Facebook Page and on the basis of the GDPR in order to obtain anonymized statistical data about Our users.

For this purpose, Facebook places a Cookie on the device of the user visiting Our Facebook Page. Each Cookie contains a unique identifier code and remains active for a period of two years, except when it is deleted before the end of this period.

Facebook receives, records and processes the information stored in the Cookie, especially when the user visits the Facebook services, services that are provided by other members of the Facebook Page and services by other companies that use Facebook services.

For more information on the privacy practices of Facebook, please visit Facebook Privacy Policy here:

https://www.facebook.com/full_data_use_policy

YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section § 1798.83 permits users of Our Website that are California residents to request certain information regarding Our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, You may contact Us using the information in the "Contact Us" section below.

In Your request, please specify that You want a "Your thewoxbox.com California Privacy Rights Notice." Please allow 30 days for a response.

CCPA Privacy

This privacy notice section for California residents supplements the information contained in Our Privacy Policy and it applies solely to all visitors, users, and others who reside in the State of California.

Categories of Personal Information Collected

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Consumer or Device. The following is a list of categories of personal information that We may collect or may have been collected from California residents within the last twelve (12) months.

Please note that the categories and examples provided in the list below are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact collected by Us, but reflects Our good faith belief to the best of Our knowledge that some of that information from the applicable category may be and may have been collected. For example, certain categories of personal information would only be collected if You provided such personal information directly to Us.

- **Category A: Identifiers.**
Examples: A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name or other similar identifiers.
Collected: Yes.
- **Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).**
Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number or credit card number. Some personal information included in this category may overlap with other categories.
Collected: Yes.
- **Category C: Protected classification characteristics under California or federal law.**
Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
Collected: No.
- **Category D: Commercial information.**
Examples: Records and history of products or services purchased or considered.
Collected: Yes.
- **Category E: Biometric information.**
Examples: Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.
Collected: No.
- **Category F: Internet or other similar network activity.**
Examples: Interaction with Our Service or advertisement.
Collected: Yes.

- **Category G: Geolocation data.**
Examples: Approximate physical location.
Collected: No.
- **Category H: Sensory data.**
Examples: Audio, electronic, visual, thermal, olfactory, or similar information.
Collected: No.
- **Category I: Professional or employment-related information.**
Examples: Current or past job history or performance evaluations.
Collected: No.
- **Category J: Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).**
Examples: Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
Collected: No.
- **Category K: Inferences drawn from other personal information.**
Examples: Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
Collected: No.

Under CCPA, personal information does not include:

- Publicly available information from government records
- Deidentified or aggregated consumer information
- Information excluded from the CCPA's scope, such as:
 - Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data
 - Personal Information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994

Sources of Personal Information

We obtain the categories of personal information listed above from the following categories of sources:

- **Directly from You.** For example, from the forms You complete on Our Service, preferences You express or provide through Our Service, or from Your purchases on Our Service.
- **Indirectly from You.** For example, from observing Your activity on Our Service.
- **Automatically from You.** For example, through cookies We or Our Service Providers set on Your Device as You navigate through Our Service.
- **From Service Providers.** For example, third-party vendors to monitor and analyze the use of Our Service, third-party vendors to provide advertising on Our Service, third-party vendors to deliver targeted advertising to You, third-party vendors for payment processing, or other third-party vendors that We use to provide the Service to You.

Use of Personal Information for Business Purposes or Commercial Purposes

We may use or disclose personal information We collect for "business purposes" or "commercial purposes" (as defined under the CCPA), which may include the following examples:

- To operate Our Service and provide You with Our Service.
- To provide You with support and to respond to Your inquiries, including to investigate and address Your concerns and monitor and improve Our Service.
- To fulfill or meet the reason You provided the information. For example, if You share Your contact information to ask a question about Our Service, We will use that personal information to respond to Your inquiry. If You provide Your personal information to purchase a product or service, We will use that information to process Your payment and facilitate delivery.

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to You when collecting Your personal information or as otherwise set forth in the CCPA.
- For internal administrative and auditing purposes.
- To detect security incidents and protect against malicious, deceptive, fraudulent or illegal activity, including, when necessary, to prosecute those responsible for such activities.

Please note that the examples provided above are illustrative and not intended to be exhaustive. For more details on how We use this information, please refer to the "Use of Your Personal Data" section.

If We decide to collect additional categories of personal information or use the personal information We collected for materially different, unrelated, or incompatible purposes We will update this Privacy Policy.

Disclosure of Personal Information for Business Purposes or Commercial Purposes

We may use or disclose and may have used or disclosed in the last twelve (12) months the following categories of personal information for business or commercial purposes:

- Category A: Identifiers
- Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))
- Category D: Commercial information
- Category F: Internet or other similar network activity

Please note that the categories listed above are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact disclosed, but reflects Our good faith belief to the best of Our knowledge that some of that information from the applicable category may be and may have been disclosed.

When We disclose personal information for a business purpose or a commercial purpose, We enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

Sale of Personal Information

As defined in the CCPA, "sell" and "sale" mean selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer's personal information by the business to a third party for valuable consideration. This means that We may have received some kind of benefit in return for sharing personal information, but not necessarily a monetary benefit.

Please note that the categories listed below are those defined in the CCPA. This does not mean that all examples of that category of personal information were in fact sold, but reflects Our good faith belief to the best of Our knowledge that some of that information from the applicable category may be and may have been shared for value in return.

We may sell and may have sold in the last twelve (12) months the following categories of personal information:

- Category A: Identifiers
- Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))
- Category D: Commercial information
- Category F: Internet or other similar network activity

Share of Personal Information

We may share Your personal information identified in the above categories with the following categories of third parties:

- Service Providers
- Payment processors
- Our affiliates

- Our business partners
- Third-party vendors to whom You or Your agents authorize Us to disclose Your personal information in connection with products or services We provide to You

Sale of Personal Information of Minors Under 16 Years of Age

We do not sell the personal information of Consumers We actually know are less than 16 years of age, unless We receive affirmative authorization (the "right to opt-in") from either the Consumer who is between 13 and 16 years of age or the parent or guardian of a Consumer less than 13 years of age. Consumers who opt-in to the sale of personal information may opt out of future sales at any time. To exercise the right to opt out, You (or Your authorized representative) may submit a request to Us by contacting Us.

If You have reason to believe that a child under the age of 13 (or 16) has provided Us with personal information, please contact Us with sufficient detail to enable Us to delete that information.

Your Rights under the CCPA

The CCPA provides California residents with specific rights regarding their personal information. If You are a resident of California, You have the following rights:

- **The right to notice.** You have the right to be notified which categories of Personal Data are being collected and the purposes for which the Personal Data is being used.
- **The right to request.** Under CCPA, You have the right to request that We disclose information to You about Our collection, use, sale, disclosure for business purposes and share of personal information. Once We receive and confirm Your request, We will disclose to You:
 - The categories of personal information We collected about You
 - The categories of sources for the personal information We collected about You
 - Our business or commercial purpose for collecting or selling that personal information
 - The categories of third parties with whom We share that personal information
 - The specific pieces of personal information We collected about You
 - If We sold Your personal information or disclosed Your personal information for a business purpose, We will disclose to You:
 - The categories of personal information categories sold
 - The categories of personal information categories disclosed
- **The right to say no to the sale of Personal Data (opt-out).** You have the right to direct Us to not sell Your personal information. To submit an opt-out request please contact Us.
- **The right to delete Personal Data.** You have the right to request the deletion of Your Personal Data, subject to certain exceptions. Once We receive and confirm Your request, We will delete (and direct Our Service Providers to delete) Your personal information from Our records, unless an exception applies. We may deny Your deletion request if retaining the information is necessary for Us or Our Service Providers to:
 - Complete the transaction for which We collected the personal information, provide a good or service that You requested, take actions reasonably anticipated within the context of Our ongoing business relationship with You, or otherwise perform Our contract with You.
 - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
 - Debug products to identify and repair errors that impair existing intended functionality.
 - Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
 - Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
 - Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement if You previously provided informed consent.
 - Enable solely internal uses that are reasonably aligned with consumer expectations based on YOur relationship with Us.
 - Comply with a legal obligation.
 - Make other internal and lawful uses of that information that are compatible with the context in which You provided it.
- **The right not to be discriminated against.** You have the right not to be discriminated against for exercising any of YOur consumer's rights, including by:
 - Denying goods or services to You

- Charging different prices or rates for goods or services, including the use of discounts or other benefits or imposing penalties
- Providing a different level or quality of goods or services to You
- Suggesting that You will receive a different price or rate for goods or services or a different level or quality of goods or services

Exercising Your CCPA Data Protection Rights

In order to exercise any of Your rights under the CCPA, and if You are a California resident, You can contact Us:

- By email: hello@thewoxbox.com

Only You, or a person registered with the California Secretary of State that You authorize to act on Your behalf, may make a verifiable request related to Your personal information.

Your request to Us must:

- Provide sufficient information that allows Us to reasonably verify You are the person about whom We collected personal information or an authorized representative
- Describe Your request with sufficient detail that allows Us to properly understand, evaluate, and respond to it

We cannot respond to Your request or provide You with the required information if We cannot:

- Verify Your identity or authority to make the request
- And confirm that the personal information relates to You

We will disclose and deliver the required information free of charge within 45 days of receiving Your verifiable request. The time period to provide the required information may be extended once by an additional 45 days when reasonably necessary and with prior notice.

Any disclosures We provide will only cover the 12-month period preceding the verifiable request's receipt.

For data portability requests, We will select a format to provide Your personal information that is readily useable and should allow You to transmit the information from one entity to another entity without hindrance.

Do Not Sell My Personal Information

You have the right to opt-out of the sale of Your personal information. Once We receive and confirm a verifiable consumer request from You, We will stop selling Your personal information. To exercise Your right to opt-out, please contact Us.

The Service Providers We partner with (for example, Our analytics or advertising partners) may use technology on the Service that sells personal information as defined by the CCPA law. If You wish to opt out of the use of Your personal information for interest-based advertising purposes and these potential sales as defined under CCPA law, You may do so by following the instructions below.

Please note that any opt-out is specific to the browser You use. You may need to opt-out on every browser that You use.

Website

You can opt-out of receiving ads that are personalized as served by Our Service Providers by following Our instructions presented on the Service:

- The NAI's opt-out platform: <http://www.networkadvertising.org/choices/>
- The EDAA's opt-out platform <http://www.youronlinechoices.com/>
- The DAA's opt-out platform: <http://optout.aboutads.info/?c=2&lang=EN>

The opt-out will place a cookie on Your computer that is unique to the browser You use to opt-out. If You change browsers or delete the cookies saved by Your browser, You will need to opt-out again.

Mobile Devices

Your mobile device may give You the ability to opt out of the use of information about the apps You use in order to serve You ads that are targeted to Your interests:

- "Opt out of Interest-Based Ads" or "Opt out of Ads Personalization" on Android devices
- "Limit Ad Tracking" on iOS devices

You can also stop the collection of location information from Your mobile device by changing the preferences on Your mobile device.

"Do Not Track" Policy as Required by California Online Privacy Protection Act (CalOPPA)

Our Service does not respond to Do Not Track signals.

However, some third-party websites do keep track of Your browsing activities. If You are visiting such websites, You can set Your preferences in Your web browser to inform websites that You do not want to be tracked. You can enable or disable DNT by visiting the preferences or settings page of Your web browser.

Your California Privacy Rights (California's Shine the Light law)

Under California Civil Code Section 1798 (California's Shine the Light law), California residents with an established business relationship with Us can request information once a year about sharing their Personal Data with third parties for the third parties' direct marketing purposes.

If You'd like to request more information under the California Shine the Light law, and if You are a California resident, You can contact Us using the contact information provided below.

California Privacy Rights for Minor Users (California Business and Professions Code Section 22581)

California Business and Professions Code section 22581 allow California residents under the age of 18 who are registered users of online sites, services or applications to request and obtain removal of content or information they have publicly posted.

To request removal of such data, and if You are a California resident, You can contact Us using the contact information provided below, and include the email address associated with Your account.

Be aware that Your request does not guarantee complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances.

We do not sell your personal information to third parties, and we have not done so in the twelve months prior to the date of this Statement. We also do not share your personal information with third parties for their own direct marketing purposes.

Woxbox does not have actual knowledge that it sells or discloses the personal information of minors under 16 years of age. To the extent that we become aware that such sale or disclosure might be occurring, we will take steps to prevent such events, and/or we will modify this Statement to describe those events and the related rights and choices of our consumers.

DATA SECURITY

We have implemented measures designed to secure Your personal information from accidental loss and from unauthorized access, use, alteration and disclosure.

The safety and security of Your information also depends on You. Where We have given You (or where You have chosen) a password for access to certain parts of Our Website, You are responsible for keeping this password confidential. We ask You not to share Your password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although We take efforts to protect Your personal information, We cannot guarantee the security of Your personal information transmitted to Our Website. Any transmission of personal information is at Your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

11. CHANGES TO OUR PRIVACY POLICY

It is Our policy to post any changes We make to Our Privacy Policy on this page. If We make material changes to how We treat Our users' personal information, We will notify You by e-mail to the e-mail address You provided to Us (or to the email address provided by the person who invited You to contribute to a Woxbox) and/or through a notice on the Website home page. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring We have an up-to-date active and deliverable e-mail address for You, and for periodically visiting Our Website and this Privacy Policy to check for any changes.

12. TERMS OF USE; REVISIONS

Whenever You visit the Website or place orders through the Website, such visit and orders, and any dispute over this Privacy Policy, is governed by this Privacy Policy and the then-current Terms of Use, which includes, among other things, certain limitations on Woxbox's liability and damages and provisions relating to disputes and choice of law. Any order placed through the Website is also subject to the Terms of Use and such other terms, conditions and policies contained or referenced on any Woxbox webpage used in connection with the purchased goods or services from Woxbox. Since We continuously strive to improve Our business and Your shopping experiences, We may update and change this Privacy Policy, the Terms of Use, and the other policies that are contained on the Website, purchase order or catalogs. Unless stated otherwise, Our current Privacy Policy applies to all Your information. You should regularly access this page of the Website in order to review the most recent version of Our Privacy Policy.

13. CONTACT INFORMATION

Thank You for visiting the Website. If You have any questions regarding Our privacy practices or this Privacy Policy, please reach out to Us on Our contact page or by email: hello@thewoxbox.com.

EFFECTIVE JULY 1, 2024

TERMS OF USE AND CONDITIONS OF SALE

THEWOXBOX.COM

Welcome to the Website of Woxbox (the "Company", also referred to below as "We", "Our" and "Us"). These Terms of Use and Conditions of Sale (together with any documents referred to in them) (these "Terms of Use") apply to Your use and access of www.thewoxbox.com (the "Website"), and any content, functionality, products and services offered on or through the Website, whether as a guest or a registered user, and to Your purchase of a Woxbox or other products and services through the Website.

Please read the Terms of Use carefully before You start to use the Website. These Terms of Use constitute a legal contract. **By visiting the Website and/or using the Website to purchase any products or services, You are agreeing to be bound by these Terms of Use and Our Privacy Policy, found at the (["Privacy Policy"](#)).** If You do not want to agree to these Terms of Use or the Privacy Policy, You must exit the Website.

References to "You" in this Privacy Policy means any person accessing this Website, whether as a visitor, purchaser of a Woxbox or other products or services, contributor or guest to a Woxbox, or recipient/viewer of Woxbox content, except where the context requires otherwise.

We may revise and update these Terms of Use from time to time. Please check this page periodically to take notice of any changes We make. You can tell if these Terms of Use have changed or been updated by checking the effective date that appears above. Your continued use of the Website following the posting of revised Terms of Use means that You accept and agree to the changes, as they are binding on You.

We respect the privacy of all of Our customers and contributors and of all visitors to the Website. For information on what types of information We may collect from You in connection with Our Website and Our practices with regard to such information, please read Our Privacy Policy.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY

The Website is directed to adults and is not intended for children under 13 years of age. We do not knowingly solicit data from, or market to, children under age 13. If You are under 13 and want to order from Our Website, please ask Your parent or guardian to do this for You.

We reserve the right to withdraw or amend this Website, and any products or services We provide on or through the Website in Our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, We may restrict access to some parts of the Website, or the entire Website, to customers, contributors and other registered users.

Inactive Projects and Accounts

We reserve the right, at Our sole discretion to delete Woxbox projects from Your account if the project has been inactive for a period of 18 months or longer. We will send You a push notification and/or email notification prior to doing so [Digital Woxbox - Digi-Wox](#)

ONLINE PURCHASES AND OTHER TRANSACTIONS

General

Visitors may purchase Woxboxes and other products through the Website. In order to place an order for any products from the Website, You will have to provide certain information about Yourself such as Your name, contact information and credit card information. If You are a purchaser of a Woxbox or a Digital Woxbox, You will also need to provide information about the individual for whom You are purchasing the Woxbox (the "Recipient") (including his or her name, shipping or email address and the occasion being celebrated (e.g., birthday)). If You are the purchaser of a Woxbox or a Digital Woxbox, You will also need to provide information about the "guests" or "collaborators" or "contributors" who You invite to participate in Your woxbox (including name, email addresses and the occasion being celebrated).

You must treat Your Account password as confidential, and You must not disclose it to any person. You are entirely responsible for all activities that occur under Your Account and You agree to immediately notify the Company of any unauthorized use of the Account or password or any other breach of security. You should use particular caution when accessing Your Account from a public or shared computer so that others are not able to view or record Your password or any other personal information that may be accessible through the Website.

All purchases and other transactions made through the Website (including the making of any contributions to a Woxbox purchased by someone else) are governed by the terms and conditions contained in these Terms of Use. Certain purchases on the Website may be subject to additional terms and conditions, which would be posted on, or accessible through, the web pages on the Website used in connection with such purchases. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use. All orders are deemed to have been made in and completed in the province of Ontario, Canada.

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Website are subject to change at any time without notice. Certain descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Website does not imply or warrant that these products or services will be available. The Company reserves the right, with or without prior notice, to: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the use of any coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any order(s); and (iv) refuse to provide any user with any product or service.

Contributions

If You order a Woxbox or a Digital Woxbox through the Website (the individual or entity ordering the Woxbox or Digital Woxbox, hereinafter sometimes also referred to as the "Gift Giver"), the Woxbox will be customized with content provided by You and the other contributors/collaborators/guests to include messages, pictures and other content (collectively, "Content").

If You are a Gift Giver, You can invite other individuals (each a “Guest” and/or “Collaborator”, and/or “Contributor”, and collectively, “Guests” and/or “Collaborators” and/or “Contributors”) to add Content to the purchased Woxbox through the Account Page by providing Us with their names and email addresses. When You invite a Guest to participate in a Woxbox, an email will be sent to the email address You provide for such person, notifying the Collaborator that he or she has been invited to contribute Content to the Woxbox. Before You invite someone to contribute to a Woxbox through the Website, You must contact that person and confirm that he or she would like to participate, and by providing his or her contact information to Us, You thereby confirm that he or she has authorized the sending of the invitation email. Please note that email invitations are capable of being forwarded by a recipient to others, and anyone with access to the email invitation is able to provide a contribution to the purchased Woxbox to which such email invitation is linked.

If You are a Gift Giver, You may also invite Guests to contribute to Your purchased Woxbox by sharing the unique hyperlink We provide for Your Account (the “Woxbox Hyperlink”). The Woxbox Hyperlink is not password protected, and as with the invitation email, anyone who clicks the Woxbox Hyperlink will have the ability to upload Content to the Woxbox. If a Gift Giver decides to share the link with third parties, the Gift Giver does so entirely at his or her own discretion and at his or her own risk.

If You are a Gift Giver, You can view a list of Guests or Collaborators or Contributors and track the status of their contributions through Your Dashboard Page. You can also send reminder emails to Guests and Collaborators and Contributors through the Website, reminding them to submit their Content. You agree not to use this feature or any other feature or functionality of the Website to harass or to cause the sending of any unwanted emails to any person.

If You are a Gift Giver, You can also view content submitted by a Guest. We provide You with such an ability so that You can ensure that the final Woxbox that is delivered to the Recipient is free of mistakes and unwanted contributions. Our team may, but has no obligation to, communicate with You if We feel that content or language in a Contributor’s message conflicts with the spirit and intent of the Woxbox experience; however if You are a Gift Giver, You and Your respective Guests assume complete responsibility for all contributions.

If You are a Guest, You agree that by submitting a contribution to a Woxbox, You authorize both the Company and the Gift Giver access to all Content included in such contribution and to edit and/or delete such Content in their respective sole discretions.

Only messages submitted with Your original order will be included in Your Woxbox Order. No substitutions and/or late message submissions can be printed and/or ordered after the Woxbox Project has been submitted for production. Message cards can not be purchased separately from a Woxbox order.

Pricing/Payment

We will charge customers sales tax as required by applicable law. Payments for products ordered through the Website must be made in full at the time of placing an order. By placing an order through the Website, You agree to pay all charges that may be incurred by You or on Your behalf through the Website, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges.

We strive to maintain accurate pricing, however, due to unforeseen circumstances, pricing errors may occur. By submitting an order through the Website, You are agreeing to pay the price relevant to the item being ordered as stated on the “Review Your Order” page. Please review Your order carefully before You submit it and if You have any pricing questions, please contact Us immediately.

If You wish to purchase any product or service made available through the Website, You will have to supply certain information relevant to Your purchase, including, without limitation, Your credit card number and security code, the expiration date of Your credit card, Your billing address, phone number and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, You grant Us the right to provide such information to third parties for purposes of facilitating the completion of purchase transactions initiated by You or on Your behalf as described in Our Privacy Policy. We may require verification of information prior to the acknowledgment or completion of any order. We reserve the right not to produce Your order or offer Our services if You provide invalid billing information.

Expiration, Renewals and Cancellations

Subscriptions

Following the expiration of a subscription plan, such plan (monthly or annual) will automatically renew on the same terms as your original plan purchase. You can disable automatic renewal at any time prior to renewal using Your account setting or by contacting Us. You expressly grant Woxbox the right to charge You for each automatic renewal until you disable automatic renewal.

Digi-wox credits will expire and will no longer be available online at the end of your payment cycle.

Except when required by law, Woxbox shall be under no obligation to issue refunds under any circumstances.. All fees are non-refundable, even if a Woxbox is not used or a subscription is terminated before its expiration. In the event that Woxbox determines that You are entitled to a refund of all or part of the fees You paid, such refund shall be made using the payment method originally used by You to make Your purchase.

A Woxbox or a Digital Woxbox project (and any related duplicate Woxboxes ordered simultaneously with the original Woxbox) can be requested to cancel by written notice from the Gift Giver using the Contact Us link below at any time prior to production. If a Woxbox or Digital Woxbox project is canceled as set forth in the prior sentence, We will issue a full credit or refund for the canceled items at the Gift Giver's election within thirty (30) days of the cancellation request. If a Woxbox or a Digital Woxbox project is canceled and/or deleted, all project Content will be deleted from Your Account (Woxbox Web App), including any photos or messages that have been uploaded by any Guest and You will not have any further access to them.

Monogrammed or custom-printed box lids cannot be returned or refunded once they have been produced. If a monogram or custom-printed box lid is canceled before production, a refund will be issued.

Our policy lasts 30 days. If 30 days have gone by since Your purchase, unfortunately We can't offer You a refund or exchange. You must have received Your product or it must not have been produced and sent yet to be eligible for a refund, due to the personalization of each product.

To be eligible for a return, Your item must be unused and in the same condition that You received it. It must also be in the original packaging.

To complete Your return, We require a receipt or proof of purchase. Please do not send Your purchase back to Us unless otherwise requested.

Once returned, We will issue You a full refund. In some cases, We may not request You to send the product back.

There are certain situations where only partial refunds are granted: (if applicable)

* Any item not in its original condition, is damaged or missing parts for reasons not due to Our error.

* If the wrong shipping information was provided to Us.

* Any item that is returned more than 30 days after delivery

Refunds (if applicable)

Once Your return is received and inspected, We will send You an email to notify You that We have received Your returned item. We will also notify You of the approval or rejection of Your refund.

If You are approved, then Your refund will be processed, and a credit will automatically be applied to Your credit card or original method of payment within a certain amount of days. We may also offer a different type of refund which might be in the form of a voucher or partial refund depending on the circumstances.

Late or missing refunds (if applicable)

If You haven't received a refund yet, first check Your bank account again.

Then contact Your credit card company. It may take some time before Your refund is officially posted.

Next, contact Your bank. There is often some processing time before a refund is posted.

If You've done all of this and You still have not received Your refund yet, please contact Us at hello@thewoxbox.com.

Sale items (if applicable)

Only regular-priced items may be refunded; unfortunately sale items cannot be refunded.

Exchanges (if applicable)

We only replace items if they are defective or damaged when You receive them. If You need to exchange it for the same item, send Us an email at hello@thewoxbox.com to start the exchange process.

Shipping

To return Your product, You should mail Your Product to Us. Contact Us at hello@thewoxbox.com to start the return process.

Depending on where You live, the time it may take for Your exchanged product to reach You may vary.

If You are shipping an item over \$75, You should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that We will receive Your returned item.

Delivery/Shipping

We use reputable third-party carriers to deliver Your order and are not liable for delivery problems caused by these providers. We make no guarantee about time in transit of any shipping method. In the event an order is not received within a reasonable time of when it is expected or arrives damaged, You should contact Us using the Contact Us link below (and include a photo of the damaged product, if applicable). Please include Your order number in any email that You send to Us so that We can quickly track Your order and respond to Your inquiry. If you provide an incorrect/wrong address for shipping, you will be responsible for any additional shipping charges and/or product replacement cost.

Printing

We complete orders in accordance with the parameters defined in the respective order and as outlined on the Website. Purchasers of products from the Website are advised to confirm their order by reviewing all order details prior to submitting the order.

We strive to display as accurately as possible the colors of the products shown on the Website; however, We cannot and do not guarantee that Your monitor's display of any color will be accurate, or that it will account for the range of natural variability in Our box materials.

We will endeavor to reproduce color from uploaded Content as closely as possible, but we cannot exactly match color and density. Because of inherent limitations with the printing process, the accuracy of color reproduction is not guaranteed. By placing an order with Us You agree to this limitation. We will try Our best to match each color, but We accept no responsibility for color variations between submitted files and the final printed products. We will not issue any refunds on account of color variations that have occurred during the printing process. We are not responsible for exactly matching color or ink density to approved screen proofs or physical proofs. Physical proofs and screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. For printed projects, message cards are printed on premium textured cardstock and as a result, images will not be rendered to the same crisp quality as would be the case on photo stock paper.

Defective Products

If products that You order from the Website contain any defects at the time of delivery by Us to You or the Recipient, You must report the defect to Us including a photo of the product within seven (7) days of delivery, using the Contact Us link below. Please include Your order number in the email and photos of the defect/damage in question. Upon receipt of an email from You reporting defective merchandise within seven (7) days of the delivery date, We will respond to You and if We agree that the merchandise in the form shipped by Us was defective, We will ship a replacement product or a replacement part, as applicable, to You or Your Recipient.

Please note that We will not issue any replacement if You fail to notify Us of the defect within 7 days of the delivery date in accordance with the instructions contained herein and with any other instructions We provide to You in connection with Your order.

Your sole remedy for receipt of defective merchandise is a replacement. We will issue such a replacement as soon as reasonably practicable.

We will not accept any requests to modify the replacement merchandise from the specifications of an original order. We will not replace merchandise as a result of any customer-initiated errors such as, but not limited to, incorrect art, low-resolution photography, or Content errors, so be sure to check Your order and all contributions carefully. Postage is never refundable. In no case will the Company be liable to You or any other party for loss of business or profits, incidental or consequential damages, or costs in excess of billing for specific merchandise ordered, whether as a result of errors, mistakes or failure by the Company to perform services, to provide ordered products, or otherwise.

We reserve the right, in Our sole discretion, to refuse to accept any order or to terminate any order prior to completion at any time and for any reason. You agree that We shall have no liability of any kind to You or to any third party arising from such refusal or termination other than to refund any money paid by You for such terminated order.

Force Majeure

The Company shall not be liable or responsible, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Terms of Use when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, hurricane, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to the Company's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

USER SUBMITTED CONTENT

You shall be solely responsible for all Content that You submit to the Website for inclusion in a Woxbox.

Contributions and any other Content posted to the Website will be considered non-confidential and non-proprietary.

In using the Website, You represent, warrant and covenant not to, whether intentionally or unintentionally, upload, post, transmit, distribute, store, create or otherwise publish through the Website, or use the Website to create products incorporating, any of the following content (collectively "Prohibited Content"): (1) any Content (regardless of whether such Content actually violates applicable statutes or other laws) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially or ethnically offensive, pornographic, fraudulent, or that You believe the recipient or any other third party that would have access to such content would find to be otherwise objectionable; (2) any Content to which You do not have the requisite rights or that may infringe any patent, trademark, trade secret, copyright or other intellectual property, proprietary or contract right of any third party; (3) any Content that impersonates any person or entity, or falsely states or otherwise misrepresents Your affiliation with a person or entity; (4) any Content that is intended to be used in connection with any solicitation, advertisement, junk mail, "spam" or other promotional material; or (5) any Content that contains software viruses or any other computer code, files, or programs designed to interrupt, limit the functionality of, or otherwise adversely affect the Website or any computer software or hardware or any telecommunications equipment.

The Company retains the right (but not the obligation), in its sole discretion, to review any Content submitted to the Website and may, in its discretion, delete any Content, and refuse to process any order containing any Prohibited Content or any other Content that the Content determines, in its discretion, to be in violation of these Terms of Use or otherwise objectionable and/or illegal. You must review all Content submitted to the Website and bear all risks and liabilities associated with the use of any Content.

If We notice any Content that appears to have been made in error (for example, containing a spelling mistake), We may contact You to confirm that You accurately submitted Your desired Content. We do this as a courtesy and do not, and cannot, check all contributions for spelling, grammar or other errors. Please check all contributions before submitting them as they will generally be printed exactly as they appear during the final approval step on the Website, other than for changes made by a Gift Giver. It is Your sole responsibility to ensure that all materials submitted for printing are formatted correctly and contain proper spelling and grammar. We will not replace any defects caused by improper spelling, grammar or other mistakes made by a Guest or Gift Giver in submitting an order.

We do not claim any ownership rights in the Content that You upload, post, or transmit to the Website. You represent, warrant and covenant that You own or otherwise have all necessary rights with respect to the Content You upload, post, or transmit via the Website, and that the Content submitted by You does not and will not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property or proprietary right of any third party. By submitting Content to the Company, You grant to Us a worldwide, perpetual, universal,

irrevocable, royalty-free, sublicensable, transferable, non-exclusive license to use, copy, distribute, edit, modify, reformat, excerpt, delete, translate, adapt, distribute, transmit and publish the Content in connection with Our operation of the Website and the production of any products that You order through the Website. You represent and warrant that You have the right to grant the license granted above to Us.

Please note that although You retain any rights that You may have to the Content that You upload to the Website, in no event will You obtain any rights to Our copyrights, trademarks, trade dress, designs, content or other intellectual property. Further, You may not duplicate, or retain a third party to duplicate, any of Our designs or make any products that are identical to products that You obtain from Us or which We otherwise make available.

COPYRIGHT INFRINGEMENT

If You believe that any Content violates Your copyright, please email Us using the Contact Us link below. It is the Company's policy to terminate the access of Contributors who repeatedly infringe.

PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable provincial, federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Canada or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company or any Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Us, may harm the Company or users of the Website or expose them to liability.

Additionally, You agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without Our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

INTELLECTUAL PROPERTY RIGHTS

The Company's name and logo and all related names, logos, product and service names, designs and slogans are copyright and/or trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by Canada and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You are permitted to use the Website for legitimate purposes related to Your role as a current or prospective customer of the Company or Contributor. You must not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any of the

material on the Website without the prior written consent of the Company, except to: (i) store copies of such materials temporarily in RAM incidental to Your accessing and viewing those materials; (ii) store files that are automatically cached by Your Web browser for display enhancement purposes; or (iii) print a reasonable number of pages of the Website for a permitted use.

You must not: (i) modify the paper or digital copies of any materials from this site; (ii) use any illustrations, photographs, video or audio sequences or any graphics other than Your own Content separately from the accompanying text; or (iii) delete or alter any copyright, trademark or other proprietary notices appearing on such materials.

You must not reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any services or materials available through the Website without obtaining a license to do so from the Company or its applicable licensor. If You wish to make any use of material on the Website other than that set out above, email Us using the Contact Us link below.

If You print, copy, modify, download or otherwise use any part of the Website in breach of the Terms of Use, Your right to use the Website will cease immediately and You must, at Our option, return or destroy any copies of the materials You have made in breach of these Terms of Use. No right, title or interest in or to the Website or any content on the site are transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

MONITORING AND ENFORCEMENT: TERMINATION

We have the right to: (i) take any action with respect to any information You submit to the Website that We deem necessary or appropriate in Our sole discretion, including if We believe that such information violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company; (ii) disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy; (iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and/or (iv) terminate or suspend Your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, We cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Website (whether pertaining to Our products and services, the products and services of Our business partners and affiliates or information about You, including, without limitation, historical information regarding orders and invoices) is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

CHANGES TO THE WEBSITE

We may update the Website from time to time, but its content is not necessarily complete or up-to-date. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and We are under no obligation to update such material.

LINKING TO THE WEBSITE: REVIEWS

You may link to Our homepage, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link from any Website that is not owned by You.

The Website must not be framed on any other site, nor may You create a link to any part of the Website other than the homepage. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

If We have provided You with (or agreed to provide You with) any free or discounted products or services or any other item of value, You must disclose that such item was provided to You in any reviews, articles, blog posts or other content that You write, publish or otherwise produce that is related to the Company or its products or services.

LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. This may include links from advertisers, including banner advertisements. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to this Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the province of Ontario in Canada. We provide this Website for use only by persons located in Canada, the United States, the United Kingdom and Australia. We make no claims that the Website or any of its content is accessible or appropriate outside of Canada, the United Kingdom, Australia or the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside Canada, the United States, the United Kingdom or Australia, You do so on Your own initiative and are responsible for compliance with local laws. Only persons located in Canada, the United Kingdom, Australia and the United States may purchase products and services through the Website. We do not currently ship products outside of Canada, the United Kingdom, Australia and United States. If You wish to place an order for products to be shipped outside of Canada, the United Kingdom, Australia or the United States, please contact Us using the Contact Us link below.

DISCLAIMER OF WARRANTIES

You understand that We cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OR ACCESS TO THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF AND ACCESS TO THE WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED EXCEPT AS EXPLICITLY STATED HEREIN. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

EXCEPT FOR THOSE WARRANTIES EXPLICITLY CONTAINED HEREIN, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, ITS CONTENT AND ALL PRODUCTS ORDERED FROM THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR MANAGERS HAVE ANY LIABILITY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF, UNDER OR RELATING TO YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE FOR LOSS OF PROFITS, REVENUE, OR LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCURRED OR SUFFERED BY PURCHASER, CONTRIBUTOR, OR ANY THIRD PARTY, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY UNDER OR RELATING, DIRECTLY OR INDIRECTLY, TO YOUR USE OR INABILITY TO USE THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE EXCEED THE REVENUE THAT THE COMPANY HAS RECEIVED FROM YOU FOR THE ORDER WITH RESPECT TO WHICH LIABILITY AROSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY'S TOTAL LIABILITY WITH RESPECT TO ANY PARTICULAR ORDER MADE THROUGH THE WEBSITE, SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR SUCH ORDER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers and their respective officers, directors, managers, members, owners, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) Your violation of these Terms of Use, (b) the breach or inaccuracy of any representation, warranty or covenant made by You in these Terms of Use, and (c) Your use of the Website (including, but not limited to, any Content that You submit), any Website content, or any product or service offered by the Company, in each case, other than as expressly authorized in these Terms of Use.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website (including, without limitation, any products and/or services ordered therefrom) and these Terms of Use and any dispute or claim arising out of therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the province of Ontario without giving effect to any choice or conflict of law provision or rule (whether of the province of Ontario or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website (including, without limitation, any products and/or services ordered therefrom) shall be instituted exclusively in the federal or provincial courts located in Ontario, Canada. You agree to waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

WAIVER AND SEVERABILITY

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

FEEDBACK

If You provide any feedback or suggestions regarding the Company, the Website or any of Our products or services (collectively, "Feedback"), You hereby assign to Us all rights to such Feedback, and agree that the Company shall have the right to use such Feedback and related information in any manner it deems appropriate, without any obligation to notify or compensate You. We will treat any Feedback You provide to Us as

non-confidential and non-proprietary. You agree that You will not submit to Us any information or ideas that You consider to be confidential or proprietary.

ENTIRE AGREEMENT

(i) The Terms of Use, (ii) Our Privacy Policy, and (iii) the terms, conditions and policies contained on any Company webpage used in connection with the purchase of goods or services from the Company constitute the sole and entire agreement between You and the Company with respect to the Website and all products obtained through the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

YOUR COMMENTS AND CONCERNS

The Website is operated by WOXBBOX.

All Feedback, requests for technical support and other communications relating to the Website or any products ordered from the Website should be emailed using the Contact Us link or can be emailed directly to hithere@thewoxbox.com

Thank you for visiting the Website.