# **Policies and Procedures**

See the steps we take to ensure your privacy and protection with WhiteHatBox

## **About**

We are committed to our users’ rights to privacy. We promise to share transparently all aspects of how the WhiteHatBox product and website work in regards to privacy, terms, and personal data, and we are in full support of efforts to ensure your protection online.

The following is a collection of information and resources to help answer any questions you have about your experience with WhiteHatBox. We’re grateful for your interest and proud to have you as a part of our community!

## **GDPR compliance**

The EU’s General Data Protection Regulations (GDPR) take effect May 25, and we are fully behind the spirit of these regulations for a safe and secure Internet. We aspire to embrace privacy by design and, whenever possible, to not collect and store personally-identifiable information.

Our Privacy Policy contains mentions of the few instances where personally-identifiable information is required. Typically this will include an email address in order to log in to WhiteHatBox or a social network username in order to manage your account.

Overall, we aim for privacy by default: if data collection is not integral to the way our product works, then we won’t collect it. This approach has felt very much in line with the spirit of GDPR, and we’re fortunate that a lot of these data collection practices have been in place at WhiteHatBox for some time. As such, you may see few banners or forms requesting consent for us to collect personally-identifiable information for tracking or other purposes. We don’t deem this information necessary to provide WhiteHatBox’s service to you, and we choose not to engage in activities and strategies that make this data relevant.

At any time, you may request your information to be exported and sent to you for review, and we promptly honor any requests by you to have your information deleted and forgotten.

## **Privacy Policy**

WhiteHatBox provides this Privacy Policy to inform you of our policies and procedures regarding the collection, use, protection, and disclosure of Personal Information received from your use of this website, located at [https://WhiteHatBox.com](https://buffer.com/) (“Site”), as well as all related websites including our subdomains at [https://support.WhiteHatBox.com](https://reply.buffer.com/), applications, browser extensions, and other services provided by us (collectively, together with the Site, our “Service”), and in connection with our customer, vendor, and partner relationships. This Privacy Policy also tells you about your rights and choices with respect to your Personal Information, and how you can reach us to update your contact information or get answers to questions you may have about our privacy practices.

In addition to the activities described in this Privacy Policy, we may process Personal Information on behalf of our commercial customers when they use the Service. We process such Personal Information as a data processor of our commercial customers, which are the entities responsible for the data processing. To understand how a commercial customer processes your Personal Information, please refer to that customer’s privacy policy.

Registration with, use of, and access to the Service is subject to this Privacy Policy and our Terms of Use located at [https://WhiteHatBox.com](https://buffer.com/legal" \l "terms). All terms not defined in this Privacy Policy will have the meanings set forth in the WhiteHatBox Terms of Use.

### **1. Personal information we may collect**

For the purpose of this Privacy Policy, “Personal Information” means any information relating to an identified or identifiable individual. We obtain Personal Information relating to you from various sources described below.

Where applicable, we indicate whether and why you must provide us with your Personal Information, as well as the consequences of failing to do so. If you do not provide Personal Information when requested, you may not be able to benefit from our Service if that information is necessary to provide you with the service or if we are legally required to collect it.

### **2. Personal information provided by you**

****Registration****  
If you desire to have access to certain restricted sections of the Site or request to receive marketing materials, you may be required to become a registered user, and to submit the following types of Personal Information to WhiteHatBox: your name, email address, phone number, full user name, password, city, and time zone.

****Customer Support****  
We may collect information through your communications with our customer support team or other communications that you may send us and their contents.

****Making a Purchase****  
When you make payments through the Service, you will need to provide Personal Information such as your credit card number and billing address.

****Social Media****  
In order to allow you to post to your social media platforms, we may ask you to provide your username, account ids, social handle, timezones, and email address.

****Other****  
We may also collect your contact details when you provide them in the context of our customer, vendor, and partner relationships.

### **Personal Information Collected from Connected Social Media Accounts**

If you connect your third party social media account to your WhiteHatBox account, we may collect certain information stored in your social media account such as:

****Facebook****  
WhiteHatBox may allow you to connect a Facebook page or profile to your WhiteHatBox account, in which case we will access certain information from Facebook regarding your account. In particular, we may collect profile image, display name, username / page ID or profile ID, access tokens, sent posts. This includes the content of your post and engagement data (such as click rates, likes, re-shares, impressions, as well as general engagement counts), to the extent permitted by applicable law. This data will only be used by WhiteHatBox to provide you with the Service you expect and will not be shared with any third parties.

****Twitter****  
WhiteHatBox may allow you to connect a Twitter profile to your WhiteHatBox account, in which case we will access certain information from Twitter regarding your account. In particular, we may collect profile image, display name, username / profile ID, access tokens, and sent posts. This includes the content of your post and engagement data (such as click rates, likes, retweets, re-shares, impressions, as well as general engagement counts), to the extent permitted by applicable law. This data will only be used by WhiteHatBox to provide you with the Service you expect and will not be shared with any third parties.

****Instagram****  
WhiteHatBox may allow you to connect an Instagram profile to your WhiteHatBox account, in which case we will access certain information from Instagram regarding your account. In particular, we may collect profile image, display name, username / profile ID, access tokens, and sent posts. This includes the content of your post and engagement data (such as click rates, likes, re-shares, impressions, as well as general engagement counts), to the extent permitted by applicable law. This data will only be used by WhiteHatBox to provide you with the Service you expect and will not be shared with any third parties.

****Pinterest****  
WhiteHatBox may allow you to connect a Pinterest page or profile to your WhiteHatBox account, in which case we will access certain information from Pinterest regarding your account. In particular, we may collect profile image, display name, username / profile ID, access tokens, sent posts, and profile boards. This includes the content of your post and engagement data (such as click rates, likes, re-shares, re-pins, impressions, as well as general engagement counts), to the extent permitted by applicable law. This data will only be used by WhiteHatBox to provide you with the Service you expect and will not be shared with any third parties.

****LinkedIn****  
WhiteHatBox may allow you to connect a LinkedIn profile to your WhiteHatBox account, in which case we will access certain information from LinkedIn regarding your account. In particular,  
we may collect profile image, display name, username / profile ID, access tokens, and sent posts. This includes the content of your post and engagement data (such as click rates, likes, re-shares, impressions, as well as general engagement counts), to the extent permitted by applicable law. This data will only be used by WhiteHatBox to provide you with the Service you expect and will not be shared with any third parties.

Additionally, if you connect ****Twitter****, ****Facebook****, or ****Instagram**** when utilizing ****WhiteHatBox Reply**** we may collect: profile image, display name, username / page ID, access tokens, sent or received comment text and sent or received private message text.

Additionally, if you connect ****Twitter****, ****Facebook****, or ****Instagram**** when utilizing ****WhiteHatBox Analyze**** we may collect: profile image, display name, username / handle, access tokens, social accounts insights data and social accounts demographic data, sent tweets, social account’s followers count, social account’s insights data and social account’s audience data.

### **3. How we may use your personal information**

We may use the Personal Information we obtain about you to:

* create and manage your account, provide our Service, process payments, and respond to your inquiries;
* manage account authentication such as two-factor authentication
* communicate with you to verify your account and for informational and operational purposes, such as account management, customer service, or system maintenance, including by periodically emailing you service-related announcements;
* tailor our Service (e.g., we may use cookies and similar technologies to remember your preferences);
* publish your content, comments or messages on social media platforms;
* aggregate your Personal Information for analytical purposes;
* provide customer support;
* operate, evaluate and improve our business (including by developing new products and services; managing our communications; determining the effectiveness of our advertising; analyzing how the Service is being accessed and used; tracking performance of the Service; debugging the Service; facilitating the use of our Service);
* send you marketing communications about products, services, offers, programs and promotions of WhiteHatBox, and affiliated companies;
* ensure the security of our Service;
* manage our customer, service provider and partner relationships;
* enforce our agreements related to our Service and our other legal rights; and
* comply with applicable legal requirements, industry standards and our policies.

****If you are located in the European Economic Area, we may process your Personal Information for the above purposes when:****

* you have consented to the use of your Personal Information, For example, we may seek to obtain your consent for our uses of cookies or similar technologies, or to send you marketing communications.
* we need your Personal Information to provide you with services and products requested by you, or to respond to your inquiries,
* we have a legal obligation to use your Personal Information, or
* we have a legitimate interest in using your Personal Information. In particular, we have a legitimate interest in using your Personal Information to ensure and improve the safety, security, and performance of our Service, to anonymize Personal Information and carry out data analyses.

### **4. How we share personal information**

We may disclose the Personal Information we collect about you as described below or otherwise disclosed to you at the time the data is collected, including with:

****Social Media Platforms****  
Our primary purpose for using information is to publish your content on social platforms, allow you to track metrics for analytical purposes, and engage with customers through public replies and conversations (direct messages or “DMs”). We may allow you to link your account on WhiteHatBox with an account on a third party social network platform, such as Twitter or Facebook, and to transfer your information to and from the applicable third party platform. Once you share your content to a social media platform, its use will be governed by that platform’s privacy policy.

****Service Providers****  
We engage certain trusted third parties to perform functions and provide services to us, including hosting and maintenance, error monitoring, debugging, performance monitoring, billing, customer relationship, database storage and management, and direct marketing campaigns. We may share your Personal Information with these third parties, but only to the extent necessary to perform these functions and provide such services. We also require these third parties to maintain the privacy and security of the Personal Information they process on our behalf.

****Compliance with Laws and Law Enforcement****  
WhiteHatBox cooperates with government and law enforcement officials or private parties to enforce and comply with the law. To the extent permitted under applicable law, we may disclose any information about you to government or law enforcement officials or private parties as we believe is necessary or appropriate to investigate, respond to, and defend against claims, for legal process (including subpoenas), to protect the property and rights of WhiteHatBox or a third party, to protect WhiteHatBox against liability, for the safety of the public or any person, to prevent or stop any illegal, unethical, fraudulent, abusive, or legally actionable activity, to protect the security or integrity of the Service and any equipment used to make the Service available, or to comply with the law.

****Business Transfers****  
WhiteHatBox may sell, transfer or otherwise share some or all of its assets, including Personal Information, in connection with a merger, acquisition, reorganization, sale of assets, or similar transaction, or in the event of insolvency or bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity’s planned processing of your information differs materially from that set forth in this Privacy Policy.

****Other Third Parties****  
We may share Personal Information with our headquarters and affiliates, and business partners to whom it is reasonably necessary or desirable for us to disclose your data for the purposes described in this Privacy Policy. We may also make certain non-Personal Information available to third parties for various purposes, including for business or marketing purposes or to assist third parties in understanding our users’ interest, habits, and usage patterns for certain programs, content, services, advertisements, promotions, and functionality available through the Service.

### **5. How we protect personal information**

WhiteHatBox is very concerned about safeguarding the confidentiality of your Personal Information. We employ administrative and electronic measures designed to appropriately protect your Personal Information against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Information in our possession. Please be aware that no security measures are perfect or impenetrable. We cannot guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our administrative, physical, and electronic safeguards, subject to requirements under applicable law to ensure or warrant information security.

We will make any legally-required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored Personal Information to you via email or conspicuous posting on our Site in the most expedient time possible and without unreasonable delay, consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system , and any other disclosures that may be required under applicable law.

We also take measures to delete your Personal Information or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the retention period, we take into account various criteria, such as the type of products and services requested by or provided to you, the nature and length of our relationship with you, possible re-enrollment with our products or services, the impact on the services we provide to you if we delete some information from or about you, mandatory retention periods provided by law and the statute of limitations.

### **6. Children's privacy**

The Site is not directed to persons under 16. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at [support@WhiteHatBox.com](mailto:hello@buffer.com). We do not knowingly collect Personal Information from children under 16. If we become aware that a child under 16 has provided us with Personal Information, we will delete such information from our files.

### **7. Updates to this Privacy Policy**

This Privacy Policy may be updated from time to time for any reason; each version will apply to information collected while it was in place. We will notify you of any modifications to our Privacy Policy by posting the new Privacy Policy on our Site and indicating the date of the latest revision. You are advised to consult this Privacy Policy regularly for any changes.

In the event that the modifications materially alter your rights or obligations hereunder, we will make reasonable efforts to notify you of the change. For example, we may send a message to your email address or generate a pop-up or similar notification when you access the Service for the first time after such material changes are made. Your continued use of the Service after the revised Privacy Policy has become effective indicates that you have read, understood and agreed to the current version of this Privacy Policy.

## **Terms of Use**

Welcome, and thank you for your interest in WhiteHatBox, Inc. (“****WhiteHatBox****,” “****we****,” or “****us****”) and our website at [WhiteHatBox.com](http://buffer.com/), along with our related websites, networks, applications, mobile applications, and other services provided by us (collectively, the “Service”). These Terms of Service are a legally binding contract between you and WhiteHatBox regarding your use of the Service.

### **Please read the following terms carefully**

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING WhiteHatBox’S PRIVACY POLICY AND ANY ADDITIONAL TERMS AND POLICIES WhiteHatBox MAY PROVIDE FROM TIME TO TIME (TOGETHER, THESE "TERMS"). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service. YOUR USE OF THE SERVICE, AND WhiteHatBox’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY WhiteHatBox AND BY YOU TO BE BOUND BY THESE TERMS.

Please read the WhiteHatBox Privacy Policy ([https://WhiteHatBox.com](https://buffer.com/privacy)) carefully for information relating to our collection, use, storage, disclosure of your personal information. The WhiteHatBox Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

### **Arbitration notice**

Except for certain kinds of disputes described in Section 16, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND WhiteHatBox ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 16).

### **1. WhiteHatBox Service Overview**

The Service provides a social media management tool that enables users to release posts on social platforms at a scheduled time, in addition to other design and analytics tools to help bolster users’ social media content.

### **2. Eligibility**

You must be at least [18] years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least [18] years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and references to you herein (and all of your obligations hereunder) will refer to such entity and any individual using the Service on such entity’s behalf.

### **3. Accounts and Registration**

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at [support@WhiteHatBox.com](mailto:hello@buffer.com).

### **4. General Payment Terms**

Premium features of the Service will require you to pay fees upon registering for the applicable premium service. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. Fees vary based on the plan, with different pricing schemes for individual users and organizations.

****4.1 Price****  
WhiteHatBox reserves the right to determine pricing for the Service. WhiteHatBox will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information, located here: [https://WhiteHatBox.com](https://buffer.com/pricing). WhiteHatBox may change the fees for any feature of the Service, including additional fees or charges, if WhiteHatBox gives you advance notice of changes before they apply. WhiteHatBox, at its sole discretion, may make promotional offers with different features and different pricing to any of WhiteHatBox’s customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

****4.2 Authorization****  
You authorize WhiteHatBox to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by WhiteHatBox, to the payment method specified in your account. If you pay any fees with a credit card, WhiteHatBox may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

****4.3 Subscription Service and Cancellation Policy****  
The Service may include automatically recurring payments for periodic charges (“****Subscription Service****”). If you activate a Subscription Service, you authorize WhiteHatBox to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “****Subscription Billing Date****” is the date when you purchase your first subscription to the Service. For information on the “****Subscription Fee****”, please see our Pricing page. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by accessing your account settings at: [https://WhiteHatBox.com/](https://buffer.com/app/account/receipts) and clicking on the "Cancel Plan" option or by contacting us at: [support@WhiteHatBox.com](mailto:hello@buffer.com).

****4.4 Delinquent Accounts****  
WhiteHatBox may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

### **5. Licenses**

****5.1 Permission to Use****

Subject to your complete and ongoing compliance with these Terms, WhiteHatBox grants you limited, non-transferable, non-sublicensable, revocable permission to access and use the Service for your personal, internal use during the Term at the level of service for which you have paid all applicable Fees.

****5.2 Restrictions****  
Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it. You may not use the Service on behalf of any third party, or in a service bureau or similar capacity.

****5.3 Feedback****  
If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“****Feedback****”), then you hereby grant WhiteHatBox an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.