

Content policy:

We made Picnic to be a safe, cool place where you can connect with others, share information, hang out, and have a good time. We believe that epistemic truth can only be reached through open and permissive dialogue.

However, to make Picnic an awesome place for everyone, our team moderates posts in accordance with a few rules:

Be Pleasant: No spamming or .onion type content

Be Reasonable: No harassment of other users.

Be Smart: No excessively illegal stuff or encouragement of illegal behavior.

Be Safe: No excessively adult content or sexual nudity.

We trust that the rules can be understood. If rule breaking content or cringey spam is found, don't hesitate to report it by smashing (holding down) the dislike button.

Privacy Policy

Amber Technologies Global, Inc built the Picnic app as a Free app. This SERVICE is provided by Amber Technologies Global, Inc at no cost and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at Amber unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to phone number, username, usage metrics. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third party services that may collect information used to identify you.

[Link to privacy policy of third party service providers used by the app](#)

Google Play Services

Google Analytics for Firebase

Firebase Crashlytics

Log Data

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

To facilitate our Service;

To provide the Service on our behalf;

To perform Service-related services; or

To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

You must be 13 years of age or older to use Picnic. These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this personal information from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page.

This policy is effective as of 2020-12-05

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at nl2656@columbia.edu.

Terms & Conditions

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. You're not allowed to copy, or modify the app, any part of the app, or our trademarks in any way. You're not allowed to attempt to extract the source code of the app, and you also shouldn't try to translate the app into other languages, or make derivative versions. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to Amber Technologies Global, Inc.

Amber Technologies Global, Inc is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you're paying for.

The Amber app stores and processes personal data that you have provided to us, in order to provide our Service. It's your responsibility to keep your phone and access to the app secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the Amber app won't work properly or at all.

The app does use third party services that declare their own Terms and Conditions.

Link to Terms and Conditions of third party service providers used by the app

- [Google Play Services](#)
- [Google Analytics for Firebase](#)
- [Firebase Crashlytics](#)

You should be aware that there are certain things that Amber Technologies Global, Inc will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Amber Technologies Global, Inc cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the app outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third party charges. In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Along the same lines, Amber Technologies Global, Inc cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, Amber Technologies Global, Inc cannot accept responsibility.

By submitting any information (including the user created content) to Amber's platform, the owner of the user created content hereby grants an irrevocable fully paid-off, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to Amber to use for any purpose including marketing purposes, research purposes, data collection, or any other action that Amber believes could be beneficial for the Platform. You agree that posting any content on the Platform will immediately grant Amber an irrevocable right to a royalty-free, nonexclusive, irrevocable, and sublicensable usage of your full name and all information created by you that is publicly available to be displayed in any part of the world, through any type of media. Amber may process your content by reproducing, editing, reframing, analyzing, modifying, refining, masking, translating, reimagining, rewording, marketing, repainting, publishing, distributing, or creating derivative works in order to refine it for the purposes Amber decides to use the content for, and you agree to any of these content changes that Amber may process.

With respect to Amber Technologies Global, Inc's responsibility for your use of the app, when you're using the app, it's important to bear in mind that although we endeavour to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. Amber Technologies Global, Inc accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorized uses of your account, store, or website, or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

When you create a Amber account, we consider that to be an inquiry about our products and services, which means that we may contact you to share more details about what we have to offer. Don't worry -- if you aren't interested in learning more, you can opt out of the marketing communication, whether it's an email, phone call, or text message.

We have not reviewed, and cannot review and do not undertake to review, all of the content posted to our Services by users or anyone else (“Content”) and are not responsible for any use or effects of such Content. So, for example:

We do not endorse any Content or represent that Content is accurate, useful, or non-harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.

If you post Content, comment on a website, or otherwise make (or allow any third party to make) Content available on our Services, you are entirely responsible for the Content, and any harm resulting from, that Content or your conduct.

We disclaim any responsibility for any harm resulting from anyone’s use, purchase, or downloading of Content. If you access or use any Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

Any Content offered for sale through any of our Services is the seller’s sole responsibility, and you agree that you will look solely to the seller for any damages that result from your purchase or use of Content.

We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any Content.

Please note that additional third party terms and conditions may apply to the downloading, copying, purchase, or use of Content.

We also have not reviewed, and cannot review and do not undertake to review, all of the material, including computer software, made available through the websites and web pages that link to, or are linked from, Amber or our other Services. For example:

We do not have any control over those websites and are not responsible for their contents or their use.

The existence of a link to or from one of our Services does not represent or imply that we endorse such website.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

We disclaim any responsibility for any harm resulting from non-Amber websites.

At some point, we may wish to update the app. The app is currently available on Android & iOS – the requirements for both systems (and for any additional systems we decide to extend the availability of the app to) may change, and you'll need to download the updates if you want to keep using the app. Amber Technologies Global, Inc does not promise that it will always update the app so that it is relevant to you and/or works with the Android & iOS version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

By using this service you also agree to waive your right to a Class Action. Parties must act in their individual capacity. They may not act as a member of a class or as a plaintiff in a class. This also pertains to any collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). All parties expressly waive the right to a Class Action in any capacity. In the case of an arbitration, the arbitrator or arbitrators agree to only award payments to individual parties in an arbitration. The arbitrator or arbitrators waive the right to combine or aggregate claims or to create a Class Action. Only a court may decide that this Class Action Waiver is unenforceable, unconscionable, void, or voidable, not an arbitrator. Claims must be decided individually by an arbitrator or arbitrators. All parties understand and agree to waive their right to litigate in a court or to have a judge or jury decide their case.

In no event will Amber, or its suppliers or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$50 or the fees paid by you to Amber under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. Amber shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

You agree to indemnify and hold harmless Amber, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement, Content that you post, and any ecommerce activities conducted through your or another user's website.

You expressly represent and warrant that your use of our Services and/or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and we reserve the right to terminate accounts or access of those in the event of a breach of this condition.

These Terms were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms and the English version, the English version will control.

The Agreement constitutes the entire agreement between Amber and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Amber may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

In the event that this Class Action waiver is found to be unenforceable, so too will the Arbitration Agreement, if otherwise effective, be null and void as to any Class Action. If for any reason a claim proceeds in court rather than in arbitration, you and Amber each waive any right to a jury trial.

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