**Testimonial Consent Agreement**

**Effective Date:** 01/01/2025

This **Testimonial Consent Agreement** ("Agreement") is entered into by and between Roxy & Bumble LLC, a WI/USA corporation ("Company," "We," "Our," or "Us"), and the individual or entity providing the testimonial ("You" or "Your") on [www.roxyandbumble.com](http://www.roxyandbumble.com) ("Website"). By submitting a testimonial (the "Testimonial") to the Company, you agree to be bound by the terms and conditions set forth in this Agreement. If You do not agree with any of the terms, you must immediately cease providing the Testimonial.

This Agreement governs the terms under which your Testimonial, including but not limited to feedback, reviews, comments, or any other form of public or private expression related to our products, services, or Website, may be used by Roxy & Bumble LLC. Please read this Agreement carefully to understand how we handle your Testimonial, and your rights regarding the use of such content.

**1. Consent to Use of Testimonial**

By submitting a Testimonial to Roxy & Bumble LLC. You hereby grant to the Company a **perpetual**, **irrevocable**, **worldwide**, **non-exclusive**, **royalty-free**, **sublicensable** license to use, display, publish, reproduce, modify, edit, distribute, translate, adapt, and otherwise utilize Your Testimonial in whole or in part, in any form, media, or technology now known or hereafter developed. This may include, but is not limited to, use on our website, social media platforms, marketing materials, advertisements, or any promotional campaigns in any format or medium (print, online, video, etc.).

You understand that this license is granted without expectation of any compensation or reimbursement for Your submission of the Testimonial, and You waive any right to claim ownership or royalties from any use of the Testimonial as described in this Agreement.

**2. Content of Testimonial**

You represent, warrant, and agree that:

* The Testimonial you submit is accurate, truthful, and represents your genuine opinion or experience with our products, services, or the Website.
* You have not received, nor are you expecting to receive, any compensation or inducement to submit your Testimonial.
* Your Testimonial does not violate the intellectual property rights, privacy rights, or any other rights of any third party.
* Your Testimonial will not contain any defamatory, libelous, offensive, obscene, unlawful, or otherwise harmful material, including but not limited to discriminatory, racist, or hate speech.
* You are authorized to submit the Testimonial and have full legal capacity to do so.

In the event that Your Testimonial includes the use of any third-party content (such as images, logos, trademarks, or other proprietary materials), You confirm that You have obtained the necessary permissions or rights to use such content in the Testimonial and that You will indemnify Roxy & Bumble LLC, against any claims that may arise from such unauthorized use.

**3. Use of Your Name, Likeness, and Image**

By submitting a Testimonial, you grant Roxy & Bumble LLC, permission to use your name, likeness, voice, and/or any image you provide in connection with the Testimonial for the purposes of promoting our products, services, or Website. This includes, but is not limited to, the use of your first and last name, photos, video recordings, or any other identifying features in association with your testimonial on the Website or any marketing materials, advertisements, or promotions.

If you do not wish your image, name, or likeness to be used in connection with your Testimonial, you must explicitly state this preference when submitting your Testimonial or in writing to us.

**4. No Obligation to Use Testimonial**

While we appreciate receiving Testimonials and may, at our discretion, choose to publish and use your Testimonial, you acknowledge and agree that Roxy & Bumble LLC, is under no obligation to use, display, or otherwise publish your Testimonial on the Website or in any other format. The decision to use or not use your Testimonial is solely at the discretion of Roxy & Bumble LLC, and no action is required from the Company if the Testimonial is not published or used.

**5. No Compensation or Payment**

You acknowledge and agree that you will not receive any form of monetary compensation, royalties, or other payment for the submission of your Testimonial or for any subsequent use of your Testimonial by Roxy & Bumble LLC. The Testimonial is submitted voluntarily and without expectation of financial compensation or any other benefit.

**6. Revocation of Consent**

You have the right to withdraw your consent to the use of your Testimonial at any time. If you wish to revoke this consent, please notify us in writing at roxyandbumble@gmail.com. Upon receipt of your request to remove your Testimonial, we will make reasonable efforts to remove your Testimonial from the Website and any marketing materials, though you acknowledge that it may remain in archived or cached versions of the Website and may still appear in previously printed or digital materials that have been distributed prior to the removal request.

**7. Indemnification**

You agree to indemnify, defend, and hold harmless Roxy & Bumble LLC, its affiliates, officers, directors, employees, agents, representatives, and licensors from and against all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or in connection with:

* Your submission of the Testimonial including any claims that the Testimonial infringes upon the intellectual property rights, privacy rights, or any other rights of a third party.
* Any violation of the terms of this Agreement, including any false or misleading representations made in connection with your Testimonial.
* Any illegal, defamatory, offensive, or harmful content submitted in your Testimonial.

**8. Privacy and Data Protection**

By submitting a Testimonial, you consent to the collection, processing, and storage of your personal information (such as your name, contact details, and any identifying information provided) in accordance with our Privacy Policy. You acknowledge that we may use your personal data for purposes related to your Testimonial submission, including contacting you for follow-up questions or for verification purposes.

If you wish to submit an anonymous Testimonial, please ensure that your contact details or any personal information that could identify you are excluded from the Testimonial. However, you understand that by submitting an anonymous Testimonial, you may not be eligible for certain forms of recognition or follow-up.

**9. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of WI/USA, without regard to its conflict of law principles. Any disputes or claims arising out of or in connection with this Agreement or the use of your Testimonial shall be resolved through binding arbitration in Oconto, WI USA, under the rules of [Arbitration Institution], and the parties consent to the exclusive jurisdiction and venue of such arbitration.

**10. Modifications to Agreement**

Roxy & Bumble LLC reserves the right to amend, update, or modify this Agreement at any time. Any changes to this Agreement will be posted on the Website, and the revised version will be effective immediately upon posting. You are encouraged to review this Agreement periodically to ensure you are aware of any changes.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between You and Roxy & Bumble LLC, with respect to the submission and use of your Testimonial. It supersedes any prior agreements, representations, or understandings, whether written or oral, related to this subject matter.

**12. Contact Information**

If you have any questions or concerns regarding this Agreement, or if you wish to revoke your consent or request further clarification, please contact us at:

Roxy & Bumble LLC
5904 County Road J Oconto, WI 54153
Email: roxyandbumble@gmail.com
Phone: 920-373-1992

**Acknowledgment**

By submitting a Testimonial, you acknowledge that you have read, understood, and agree to be bound by the terms of this Testimonial Consent Agreement. You understand that this consent is legally binding and that you are granting the rights described herein voluntarily and without compensation.