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Our policies

TERMS OF
SERVICE (/TERMS)

CANCELLATION
POLICY
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PRIVACY
POLICY
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These Terms of Service ("Terms") are between Post Planner LLC ("PP," "we," or "us") and you or the entity, organization, or company you are accepting these Terms on behalf of ("Customer," or "you").

These Terms govern the www.postplanner.com website, platform, mobile applications ("App") and related networks, websites and services provided by Post Planner (the "Services").

By clicking accept or otherwise using or accessing the Services, you agree to these Terms. Please read these terms carefully, and keep a copy of them for your reference. If you do not agree to these Terms, you must not access or use the Services.

1. Privacy

Please review our Privacy Policy, which is incorporated into these Terms by reference. Our Privacy Policy explains what personal data is collected through the Services, how we use it, how it is stored, and an individual's choices related to our use of their personal data. Our Privacy Policy can be accessed at:

[https://www.postplanner.com/terms/privacy_\(/terms/privacy\)](https://www.postplanner.com/terms/privacy_(/terms/privacy))

2. Changes to Terms and the Services

2.1. PP reserves the right, in its sole discretion, to change the Terms under which the Services are offered. The most current version of the Terms will supersede all previous versions and is effective immediately when we post it. PP encourages you to periodically review the Terms to stay informed of our updates.

2.2 We reserve the right to withdraw or amend the Services, and any service or material we provide on or through the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Services.

3. Electronic Communications

Accessing and using the Services or sending emails to PP constitutes electronic communications. You consent to receive electronic communications as further described in our Privacy Policy. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on or through the Services satisfy any legal requirement that such communications be in writing.

4. Accounts

4.1 If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must protect it, keep it secret, and not disclose it to any other person. But remember, your account is just for you and you should not provide any other person with access to the Services or any part of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. Also, after using our Services, you must exit from your account.

4.2 We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

4.3 If you create an account for the Services, then you agree to the following:

- To provide complete and accurate information to create your account and to keep your account information up-to-date.
- To choose a user name and password for your account. You understand that it is your responsibility to choose a user name and password and to maintain the confidentiality of these. If you share your login information with anyone it may jeopardize the security of your account. You agree to notify PP if you become aware that your information or account has been used without your consent. To do so, please contact us at support@postplanner.com.
- That you may not use and we may not be able to grant you a user name that belongs to or is already being used by someone else or that is offensive in our sole discretion.
- Not to impersonate any other person, thing or entity through your user name.
- Not to access anyone else's account without that person's permission.
- Not to use the Services if you are less than 18 years of age.

- That PP may temporarily or permanently discontinue providing the Services at any time and that as a result you may be prevented from accessing the Services, and your account.
- To be solely responsible for all activities that occur under your account.
- That you are solely responsible for backing up your account and all content and Customer Data stored through the Services.
- That any hardware and software required to use the Services is your responsibility.

4.4 We may suspend or terminate your account if we believe you have violated these Terms or otherwise if we deem it necessary. If we terminate your account, you agree to remove all Apps from your mobile devices. You will not have access to any account after termination.

4.5 We are allowed to remove or change the Services, and any service or material we provide on or in connection with the Services, as we want without telling you. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or all of the Services, to users, including registered users.

4.6 You represent, warrant and covenant that you (a) have the authority to bind yourself to these Terms, (b) are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (c) are not listed on any U.S. government list of prohibited, debarred or restricted parties. You also agree that by using the Services, you are electronically signing these Terms and that such signature has the same effect as a standard ink or paper signature. You acknowledge and agree that you: (i) are able to print a complete and legible copy of these Terms and save the same in a complete and legible form, (ii) are capable of opening, reading, printing, downloading and/or saving all sections of the Terms, and (iii) had reasonable opportunity to review each section of the Terms, read the Terms and agree to them.

5. Payment; Automatic Renewals; Fee Changes

5.1. Fees. In the event you subscribe to the Services, we will put you on a recurring payment plan that charges you the fees set forth in advance for each billing cycle (the "Fees") in these places:

<https://www.postplanner.com/plans-signup/> (/plans-signup/).

<https://help.postplanner.com/knowledge/differences-between-subscription-plans>
(<https://help.postplanner.com/knowledge/differences-between-subscription-plans>).

If you do not cancel the Services prior to the end of the then-current billing cycle, then you will be automatically charged the then-current Fees for the Services at the start of the following billing cycle. All Fees set forth on the Site are in U.S. Dollars and are non-refundable, except for any charges that we explicitly identify as refundable on the Site. We will charge the payment method you specify at the time of purchase. You authorize

us to charge all Fees described herein to such payment method. You acknowledge that if you fail to make any payment when due, we may immediately suspend, and/or terminate your account and access to the Services, and impose a late charge on all payments in the maximum amount permitted by applicable law.

5.2. Free trials. From time to time, we may offer trials of paid subscriptions for a specified period without payment or at a reduced rate (a "Trial"). PP reserves the right, at its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some trials, we will require you to provide your payment details to start the Trial. At the end of such trials, we may automatically start to charge you for the applicable paid subscription on the first day following the end of the trial on a recurring monthly or annual basis. When you provide a Payment Method, we will attempt to verify the information you entered by processing an authorization hold. We do not charge you in connection with this authorization hold, but your available balance or credit limit may be reduced. By providing your payment details in conjunction with the trial, you agree to this charge using such payment details. If you do not want this charge, you must cancel the applicable paid subscription by contacting PP at support@postplanner.com.

5.3. Automatic Renewals. For your convenience, your paid subscription will be automatically renewed unless a cancellation request is received prior to your renewal period. Subscriptions automatically renew for the same period (monthly or annual) for which you signed up for or upgraded, downgraded or switched to ("Subscription Term") at the then-current Fees for the Services. Please visit our Cancellation Policy for more details here:

<https://www.postplanner.com/terms/cancel> (<https://www.postplanner.com/terms/cancel>)

5.4. Changes to Fees. PP reserves the right, at any time, to change any fees or charges for using any services provided on the Service (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid or free services used prior to the time of the change.

5.5. Upgrading/Downgrading Services. In the event you desire to upgrade the Services to a different plan, the increase in Fees is automatically adjusted and applied to the Customer's account for the current Subscription Term and all future renewals. In the event you desire to downgrade the Services to a different plan, the decrease in charge is only applied after the then-current Subscription Term concludes. Once the Subscription Term concludes, a new subscription reflecting the downgrade will commence.

5.6. Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments in connection with the Services. All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax ("Taxes"). We may charge and you will pay applicable Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Taxes from you. We

will not collect, and you will not pay, any Taxes for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Taxes.



6. Cancellation/Refund Policy

If you're dissatisfied with the Services for any reason, let us know within the first 7 days of your subscription and we'll issue a full refund. Please visit our cancellation policy here for more details:

<https://www.postplanner.com/terms/cancel> (<https://www.postplanner.com/terms/cancel>)

7. Apps

7.1 Some Apps are only available for certain mobile devices. PP may update, change and discontinue which devices are available from time to time. An App may not be compatible with your mobile device. No mobile device is compatible if it has been modified from the manufacturer's software or hardware guidelines, including any disabling of controls, "jail breaking" the device or adding malware. Use of such a modified mobile device with an App or the Services is expressly prohibited and is grounds for termination of these Terms, and your use of the Services.

7.2 With all Apps, you are responsible for:

- Determining compatibility with your mobile device;
- Understanding whether the terms of your agreement with your mobile device manufacturer and mobile service carrier apply to your use of the App;
- Controlling access to and use of your mobile device to prevent the bypassing, disabling, or overriding of any restrictions, security measures, or other limitations of an App or your device and to prevent malware or other malicious code from being introduced to your mobile device;
- Complying with all third party terms, including those of the applicable app provider, such as Apple or Google. These Terms are between PP and you. The app store service providers, such as Apple and Google, are not a party to these Terms and are not responsible for the App or for furnishing you maintenance and support services with respect to the App; and
- Any rates and fees charged by your mobile carrier in connection with texts that PP sends to you. You also agree to update your mobile device account information within 48 hours of any deactivation of a mobile device so that a person who acquires your old number will not incur charges or receive your messages from PP.

7.3 You acknowledge and agree that the app store service provider from which you downloaded the Apps is a third-party beneficiary of these Terms and may therefore enforce the terms of these Terms against you.

7.4 In the event of any failure of an App to conform to any applicable warranty, you may notify the app store from which you purchased the App regarding any refund of purchase price for the App to you according to the app store service provider's terms and you agree that the app store service provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be your sole responsibility.

7.5 You acknowledge that PP, not the app store service provider, is responsible for addressing any of your claims or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) infringement of a third party's intellectual property. You also acknowledge that all claims under the foregoing sentence are subject to all other terms and conditions in these Terms

8. Customer Data

8.1 Information you submit to PP, and any data, photographs, text, graphics, video, and other materials that you submit or post through the Services or that PP receives from third parties for you or in connection with the Customer account ("Customer Data") must comply with the Customer Data standards set out below in these Terms. Any Customer Data you post to the site will be considered non-confidential and non-proprietary. You represent, warrant, and covenant that: (i) you own or control all rights in and to the Customer Data and have the right to grant the license granted below to us and our licensees; and (ii) your Customer Data comply with these Terms.

8.2 You understand and acknowledge that you are responsible for any Customer Data you submit or contribute, and you, not PP, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any Customer Data posted by you or any other user of the Services.

8.3 To operate the Services, we need to be able to do various things with your Customer Data. By providing any Customer Data on or through the Services, you grant us and our licensees the perpetual, non-exclusive, sublicensable, transferable, worldwide, irrevocable and fully paid-up right and license to use, reproduce, modify, perform, display, distribute, disclose to third parties, commercialize and create derivative works from all Customer Data for any purpose.

8.4 We have the right to, but aren't required to, monitor and edit or remove any Customer Data. We don't take responsibility or assume liability for any Customer Data.

8.5 After termination or deactivation of your account, or if you remove any Customer Data from PP, we may keep your Customer Data for many different reasons (such as backup, archival, audit, or other purposes) or we may delete your Customer Data. Furthermore, PP and its users may retain and continue to use or do other things with your Customer Data like store, display, reproduce, share, re-post, modify, create derivative works, perform, and distribute any of your Customer Data.

8.6 If you provide any feedback ("Feedback") about the Services, then you agree PP can use such feedback in its discretion without any obligation, attribution, or compensation to you, and you waive all rights in the Feedback.

8.7 We have the right to fully cooperate with any law enforcement authorities, third parties or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

9. Links to Third Party Sites/Third Party Services

The Services may include links to other websites or services, tools to allow you to import and export materials, including Customer Data, and to link your account to a third party solely as a convenience to you ("Linked Sites"). The inclusion of any Linked Site does not imply endorsement by PP of any third party, third party websites or any association with the operators of such Linked Sites. The content on the Linked Sites and the use of personal data is not under the control of PP. You are responsible for viewing and abiding by the privacy statements and terms of service/use posted at any third party or Linked Sites, and agree you will comply fully with all such third party terms. By using any Linked Sites, you agree PP may transfer your data to and collect your data from the applicable third party service.

10. Intellectual Property

10.1. Subject to the terms and conditions of these Terms, PP grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services strictly in accordance with these Terms. As a condition of your use of the Services, you warrant to PP that you will not use the Services for any purpose that is unlawful or prohibited by these Terms.

10.2. The Services, as well as all content included as part of the Services, including without limitation text, graphics, logos, software, images, the compilation thereof ("Content") is the property of PP or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in Content and will not make any changes thereto.

10.3. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any Content, in whole or in part. Content is not for resale. Your use of the Services does not entitle you to make any unauthorized use of any Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use Content solely for your personal use, and will make no other use of the Content without the express written permission of PP and the copyright owner. You agree that you do not acquire any ownership rights in any Content. We do not grant you any licenses, express or implied, to the intellectual property of PP or our licensors except as expressly authorized by these Terms. We reserve all rights not expressly granted to you.

10.4. The PP names and trademarks, and all related names, trademarks, logos, product and service names, designs and slogans are trademarks and trade names of PP or its licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

10.5 PP may offer you access to pre-release services, features and tools while they are being tested or developed (“Beta Services”). Your use of Beta Services is voluntary and at your sole risk. You understand and agree that the Beta Services may contain bugs, errors and other defects. Technical support for Beta Services may be limited, if offered at all. Beta Services may be discontinued or changed at any time in our sole discretion and without prior notice to you. PP may charge, and you agree to pay, all fees associated with Beta Services while they are in beta or when offered generally. Beta Services that become generally offered will be “Services” for purposes of this Agreement. **Beta Services are offered “AS-IS,” “AS AVAILABLE,” and, to the extent permitted by applicable law, PP disclaims all liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise related to the Beta Services.** If you are using Beta Services, you agree to receive related correspondence and updates from us, and acknowledge that opting out may result in cancellation of your access to the Beta Services.

11. No Unlawful or Prohibited Use

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to (a) use the Services in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any law regarding the export of data or software to or from the US or other countries); (b) use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services; (c) perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Services accounts of others without permission, or falsifying your age or date of birth; (d) violate the rights of third parties, including by infringing or misappropriating third party intellectual property rights; (e) use any robot, spider or other automatic or manual device, process or means to access the Services for any purpose, including monitoring, copying or scraping any of the material or information on the Services; (f) use any device, software or routine that interferes with the proper working of the Services; (g) introduce any virus, trojan horse, worm, logic bomb or other material that is malicious or technologically harmful; (h) attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Services or any materials or information related thereto, the servers on which the Services are stored, or any server, computer or database connected to the Services; (i) attack the Services via denial-of-service attack or distributed denial-of-service attack; (j) otherwise attempt to interfere with the proper working of the Services; or (k) use the Services 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.

12. Customer Data Standards



12.1. Customer Data must not: (a) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) promote or include sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) contain personal attacks against others, name-calling, slurs, hate speech or bigotry; (d) infringe or otherwise violate any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (e) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy; (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; (h) impersonate any person, or misrepresent your identity or affiliation with any person or organization; (i) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case; or (j) violate the contractual rights of any third party or terms of any other service provider.

12.2. You represent and warrant that: (a) you own or control all rights in and to Customer Data and have the right to grant the license granted above to us and our licensees; and (b) all Customer Data complies with these Terms.

12.3. You understand and acknowledge that you are responsible for any Customer Data you submit or contribute (or that are submitted or contributed through your account), and you, not PP, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any Customer Data posted by you or any other user of the Services. PP does not endorse any Customer Data submitted to the Services by any user, or any opinion, recommendation, or advice expressed by any other user, and PP expressly disclaims any and all liability in connection with Customer Data.

13. Intellectual Property Complaints

13.1. PP takes claims of infringement seriously. We will respond to notices of alleged infringement that comply with applicable law and that provide sufficient information. We may provide a copy of any correspondence to the other parties concerned and may also provide it to third parties, including posting any communications in place of the disabled content.

13.2 Copyright. If you believe any materials accessible on the Services infringe your copyright, you may request removal of those materials from the Services by submitting written notification to our Designated Agent (designated below). In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512), the written notice must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.

- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
 - Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
 - A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
 - A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you receive a copyright notice from us that you believe is incorrect, then you may send a counter notice to our Designated Agent. After receiving a counter notice, we may reinstate the content in question under Sections 512(g)(2) and (3) of the Copyright Act. A counter notice must include:

- A physical or electronic signature of the alleged infringer;
- A description of the material that was removed or to which access was disabled;
- A description of the location where the allegedly infringing work was located on the Services before it was removed or access was disabled;
- A statement, under penalty of perjury, that the alleged infringer has a good faith belief that the material was removed or that access was denied as a result of a mistake or misidentification;
- The alleged infringer's name, address and telephone number; and
- A statement that the alleged infringer consents to the jurisdiction of the federal court with jurisdiction over the address provided by the alleged infringer, or if the alleged infringer is outside of the United States, then that the alleged infringer consents to jurisdiction in Salt Lake City, Utah and will accept service of process from the party who is alleging the infringement.

If you fail to comply with all of the requirements of the DMCA for a notice or counter notice, then such notice may not be effective.

Our Designated Agent can be reached at:

Post Planner Copyright Agent
Stoel Rives LLP
201 South Main St., Suite 1100
SLC, UT 84111
801-328-3131
Cr-slc@stoel.com (<mailto:Cr-slc@stoel.com>)

13.3 Trademarks. PP will investigate allegations of infringement for registered trademarks that are brought to its attention. Please keep in mind, however, that trademark rights are fact specific as to territory and scope of use. If you believe that your registered trademark has been infringed on or through the Services, then you may send a notice to our Designated Agent that includes the following:

1. Sufficient information to identify the trademark that was allegedly infringed;

2. Your ownership rights in such trademark, including the registration number for the mark and the territories in which it is registered;
3. A statement of your basis for why your trademark rights have been infringed, including a description of the allegedly infringing trademark and the goods and services on which it is used;
4. The location of the allegedly infringing material on the Services;
5. Your contact information, including address, telephone number and email address; and
6. A statement, made under penalty of perjury, that the above information in the notice is accurate and that the signatory is the trademark owner or is authorized to act on behalf of the trademark owner.

13.4 Repeat Infringers. It is our policy in appropriate circumstances and upon three strikes to disable and/or terminate the accounts of users who are repeat infringers.

14. Third Party Accounts

You will be able to connect your PP account to third party accounts. By connecting your PP account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

15. International Users

The Services are controlled, operated and administered by PP from our offices within the USA. We make no claim that the Services or any of its content is accessible or appropriate outside of the USA. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from a location outside the USA, you are solely responsible for compliance with all local laws. You agree that you will not use the PP content accessed through the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations. Although the Services may be accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the USA. PP reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on or through the Services is void where prohibited.

16. Personal Data Transfers from the European Economic Area

Where Personal Data is transferred out of the European Economic Area as part of using our Services, the Standard Contractual Clauses found here apply:

[Standard Data Protection Clauses for Transfer to Third Country](#)
[\(/hubfs/Standard%20Data%20Protection%20Clausess%20-%20Post%20Planner.pdf\)](#)

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

17. Reliance on Information Posted

The information presented on or through the Services is made available only 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 Services, or by anyone who may be informed of any of its contents.

18. Indemnification

You agree to indemnify, defend and hold harmless PP, its officers, directors, employees, agents and third parties, for, from and against any losses, costs, liabilities, damages, judgments, awards, expenses and fees (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Services, any user postings made by you, all Customer Data, your violation of these Terms or any representation, warranty or agreements referenced in these Terms, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. PP reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with PP in asserting any available defenses.

19. Arbitration

To the fullest extent permitted by applicable law, in the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

20. Class Action Waiver

To the fullest extent permitted by applicable law, any arbitration under these Terms will take place on an individual basis. To the fullest extent permitted by applicable law, class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and PP agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

21. Warranty Disclaimer

21.1. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PP AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME.

21.2. PP AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SERVICES, BETA SERVICES AND CONTENT CONTAINED ON OR THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, BETA SERVICES AND CONTENT CONTAINED ON OR THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE BASIS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. PP AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, BETA SERVICES AND CONTENT, INCLUDING BUT NOT LIMITED TO (I) ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; AND (II) ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. PP DOES NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

21.3. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALINGS WITH OTHER USERS OF THE SERVICES, BETA SERVICES AND CONTENT, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES, BETA SERVICES AND CONTENT, AND ACCESS, DOWNLOAD, USE, AND/OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING TO YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICES) OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT.

22. Limitation on Liability



22.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PP AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES OR CONTENT, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR CONTENT, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES OR CONTENT, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES OR CONTENT, OR OTHERWISE ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

22.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT THE AGGREGATE LIABILITY OF PP TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT YOU HAVE PAID TO PP FOR ACCESS TO AND USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

22.3. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

22.4. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

23. Termination/Access Restriction

PP reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice. We will have no liability whatsoever on account of any suspension or termination of your access to or use of the Services. We may take legal action, including referral to law enforcement, for any illegal or unauthorized use of the Services. Upon termination of these Terms and/or the Services provided hereunder for any reason, the license granted to you in these Terms shall also terminate, and you shall cease using the Services. No termination shall affect your obligation to pay all fees that have become due before such termination.

24. Governing Law

To the maximum extent permitted by law, these Terms are governed by the laws of the State of Utah, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Use of the Services

is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.



25. General

25.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PP as a result of the Terms or use of the Services.

25.2. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

25.3. Unless otherwise specified herein, these Terms, together with the Privacy Policy and any other documents we incorporate reference herein, constitute the entire agreement between Customer and PP with respect to the Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Customer and PP with respect to the Services.

25.4. Except as expressly permitted herein, the Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms.

25.5. You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice.

25.6. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

25.7. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of particular provisions.

25.8. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination or expiration.

25.9. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that the Terms and all related documents be written in English.

26. Contact Us

PP welcomes your questions or comments regarding the Terms:

Email Address:
support@postplanner.com



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