



## Annual Subscription Agreement

An annual subscription to Planning Pod includes use of the Planning Pod software for you and your users for 1-year from the date you complete this subscription form process and for each successive 1-year period until you request cancellation in writing.

Until we receive your cancellation request, your credit card on file will be charged on your yearly subscription anniversary date. Upon successful cancellation of your account (which includes you receiving a written confirmation from us), your subscription will end on the final day of your then current 1-year subscription period.

By signing below, you agree that all payments for your subscription are non-refundable (pro-rated or otherwise). In addition, you also agree to our standard Terms and Conditions and Privacy Policy, which you can read below.

Michael Reso

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### Name

Signed by:  
  
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### Signature

11/20/2024 | 12:13 PM EST

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### Date

## **1. User's Acknowledgment and Acceptance of Terms**

As part of our commitment to high-quality service and providing you with a satisfying online experience, we believe it is important to have a clear understanding with you regarding our respective obligations. My Wedding Workbook, LLC, a Colorado limited liability company (referred to as "My Wedding Workbook", "us" or "we") provides the PlanningPod.com site and subdomains, promotional event websites, event registration webforms, Planning Pod ancillary marketing sites and various related services (collectively referred to as this "site" or "Planning Pod") subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between My Wedding Workbook or Planning Pod and you or the entity you represent. In addition, when using particular services or materials on this site, you shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

For the purposes of this agreement, any person who opens or subscribes to a Planning Pod account and/or is responsible for payment of a Planning Pod account is referred to as "Account Owner". Any person who is invited to be a user in a Planning Pod account or who is otherwise provided with access to a Planning Pod account is referred to as "User". Any person who browses or visits this site and/or any site or webform created via the Planning Pod software, registers or RSVPs for an event, and/or purchases an event ticket via this site is referred to as "Attendee."

PLEASE READ THIS AGREEMENT CAREFULLY. BY COMPLETING THE REGISTRATION PROCESS, INCLUDING BY ELECTRONICALLY CHECKING THE BOX MARKED "I ACCEPT THESE TERMS AND CONDITIONS" AND/OR USING THIS SITE, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AT LEAST 18 YEARS OF AGE TO BECOME A SUBSCRIBER AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU ARE SUBSCRIBING ON BEHALF OF AN ENTITY, YOU AGREE TO THESE TERMS OF USE ON BEHALF OF THAT ENTITY AND ITS AFFILIATES - WHICH INCLUDES BUT IS NOT LIMITED TO ALL USERS OF THE ACCOUNT YOU ARE CREATING ON BEHALF OF THE ENTITY - AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO DO SO. EXCEPT AS EXPRESSLY PERMITTED BY THE TERMS OF THIS AGREEMENT, NEITHER YOU NOR YOUR USERS, REPRESENTATIVES, AFFILIATES, CONTRACTORS OR PARTNERS SHALL ACCESS AND USE THE PLANNING POD SITE IN ORDER TO (i) BUILD A PRODUCT OR SERVICE COMPETITIVE WITH THE SITE, (ii) COPY ANY IDEAS, FEATURES, FUNCTIONS OR GRAPHICS OF THE SITE, OR (iii) DETERMINE WHETHER THE SITE IS WITHIN THE SCOPE OF ANY PATENT.

IN ADDITION, IF YOU ARE BROWSING OR USING THIS WEBSITE OR ANY WEBSITES OR WEBFORMS CREATED USING PLANNING POD, YOU AGREE TO BE BOUND TO THESE TERMS OF USE.

IF YOU OR THE ENTITY YOU ARE REPRESENTING DOES NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU NEED TO EXIT THE SITE NOW. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

In addition to agreeing to abide by these Terms of Use, Attendees are also bound to any additional terms, regulations and requirements, where applicable by law, posted by Account Owners and Users when posting and promoting an event. At our discretion or the discretion of the Account Owner and/or Users, we and they may, without refund, revoke a ticket and/or registration and deny entrance to an Attendee if you fail to comply with all applicable terms, regulations and requirements or display disorderly conduct at an event. The Attendee assumes any and all risks occurring before, during or after an event, including injury by cause. The Attendee releases the Account Owner, Users, My Wedding Workbook, Planning Pod and their respective affiliates and representatives from any related claims.

These Terms of Use are effective as of March 1, 2012. We reserve the right to change these Terms of Use from time to time or discontinue the site without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

## **2. Description of Services**

We make various services available on this site including, but not limited to, Web-based software for the purpose of managing events, venues, projects and business-related details as well as collecting event registration information and fees.

Any associated fees for the various services are described elsewhere in this site. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem/router, tablet and/or handheld electronic devices and your own Internet access (including payment of telephone or cable service fees associated with such access).

We reserve the sole right to modify or discontinue the site, including any services and features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right, except to refund to you, on a pro-rated basis, any monies prepaid by you for any fee-based services that we discontinue. Modifications may include, but are not limited to, changes in the pricing structure and the addition of fee-based services. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that delays or interruptions of the services available through this site may occur. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control. Accordingly, we shall not be responsible for any delays or interruptions of the Planning Pod Web sites and do not warrant or make any representations that the Web sites will be available at all times or at any time. We are not responsible for any losses or damages that may result from such delays, interruptions or loss of access.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, user data or personalization settings.

In regard to the content of PlanningPod.com as well as any related Planning Pod Web sites and Planning Pod electronic communications originating from us, we attempt to be accurate with respect to the content it provides and in its electronic communications. However, we do not warrant that the product and service descriptions, prices, processes or any other content of the Planning Pod Web sites or of any other Planning Pod electronic communication is accurate, complete, reliable, current or free of errors.

## **2.1 Online Contract and Electronic Signature Services**

We may offer services relating to the ability to electronically store and procure electronic signatures for legal documents. See Section 8 of these Terms of Use for the length of time we agree to maintain account information, which includes any and all legal documents created in your account. As part of these services, we may

enable Account Owners, Users and third parties to use an electronic signature to sign documents online. Note that such services do not enable Account Owners, Users or third parties to use or collect Digital Signatures and that they do not employ any type or form of asymmetric cryptography or third-party electronic signature validation or certification. Planning Pod and My Wedding Workbook are not parties to any such legal document, and we are only responsible for verifying that each document has been electronically signed by a person or persons purporting to represent each party and that no changes or alterations have been made to the document since the time of electronic signing.

We have not verified, nor will we verify, the identity of any signatory or party, and it is the responsibility of Account Owners, Users and the other signatories to verify each other's identities. We also do not certify or attest to the completeness, validity or enforceability of any document. These services are intended for use in the United States, and we disclaim any use of the services outside the boundaries of the United States or in any jurisdiction where the services do not comply with current law. Electronic signatures may not be enforceable for all legal documentation. Account Owners, Users and third parties should consult your attorney to determine whether our services are applicable in your geographic area and/or in specific use cases. Account Owners, Users and other signatories are encouraged to download, print out, and maintain a hard copy for all signed legal documents that you process via our site.

## **2.2 Event Registration and Ticketing Services**

We may offer services relating to the ability to sell and/or distribute tickets, solicit and collect donations, sell merchandise and collect attendee registration payments and information for events that Account Owners and Users are organizing and/or promoting, which can include but is not limited to the ability to create event registration forms and Websites, collect credit card and ACH/E-check payments via those forms and websites, and create and send event-related email notifications.

Note that, in offering these services, we only provide the ability to list and promote events and collect registration data as well as to facilitate the sale of tickets and collection of payments through a third-party payment processor (covered in Section 5), and Planning Pod and My Wedding Workbook are not parties to any event organized, posted or promoted by Account Owners or Users through our site. At all times, Account Owners and Users are the owners and organizers of the events and merchandise that they post and promote via our services, and it is their obligation and responsibility that the events and merchandise they are posting and promoting comply with all applicable laws and regulations; are accurately described and being offered in good faith; and are delivered in a satisfactory fashion.

As such, Planning Pod and My Wedding Workbook are in no way responsible for the accuracy or legitimacy of such events and merchandise, and all transactions, rights and obligations for the purchase and sale of tickets, registrations and merchandise related to such events are solely between Account Owners/Users and the buyers of these items, which includes but is not limited to Attendees. Furthermore, it is the responsibility of Account Owners/Users and the buyers of these items, which includes but is not limited to Attendees, to resolve any disputes arising from the purchase and sale of such items.

Planning Pod reserves the right to cease registration and ticketing for any event, terminate accounts and, if necessary, notify and assist any relevant third-party merchant payment processors if we determine that Account Owners and/or Users are engaged in abusive or fraudulent activities, including but not limited to misrepresenting their services and/or merchandise; violating copyright laws; sending unauthorized email or spam; and using our services for unlawful, indecent, or objectionable purposes.

We may allow Account Owners and Users to track manual check and cash payments from attendees as well as, to the extent available, provide a record of payments from attendees. We do not warrant that these records are accurate, complete, reliable, current or free of errors.

For all registration/ticket payments collected, Account Owners and Users are responsible for payment and reporting of any applicable taxes. We accept no responsibility or obligation to assess the applicability of taxes or to collect and report any such taxes.

With regard to refunds, it is the sole discretion of Account Owners and Users to make refunds available for registration/ticket payments made by your Attendees, with the exception that you must provide a full refund or similar make-good to Attendees if you are unable to provide the services and merchandise you have advertised and/or promoted through Planning Pod (such as in the case of a canceled event). Account Owners and/or Users are required to and agree to post refund policies in the allotted area of the registration page (even if you opt for a "No Refund" policy), including but not limited to details on if and/or how attendees can request a refund, expected response time to refund requests, and refund timelines and deadlines.

To facilitate refund requests, Planning Pod provides functionality for Attendees to view their registration/ticket details and, if refunds are being offered, request a refund. Once a refund is requested, it is the responsibility of the Account Owner and/or Users and the Attendee to resolve any disputes arising from the purchase and sale of registrations, tickets and merchandise, and Planning Pod is under no obligation to serve as an intermediary or to resolve such disputes.

If excessive refunds or chargebacks are made on registration/ticket payments, we reserve the right to investigate such instances, cease registration and ticketing for any event, terminate accounts and assist third-party merchant payment processors to obtain appropriate reimbursement by any lawful means.

### **3. Third Party Sites, Providers and Information**

This site may link or connect you and/or your accounts to other sites or services on the Internet or otherwise include references to information, documents, software, materials, products and/or services provided by other parties including, but not limited to, third-party websites and Web-based services offered by third parties. You may enter into correspondence with or participate in these third party websites and/or services. These other sites and parties are not under our control, and you acknowledge that we are not responsible for and shall not be liable for the performance, accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services.

Our site may provide links, portals or other connections for third parties that may permit or facilitate communications and transactions between you and third parties. This can include but is not limited to providing connections to third-party merchant payment processors for the purposes of collecting credit card and ACH/e-Check payments. We accept no responsibility, shall not be liable for and do not guarantee the performance of these third parties. All communications, transactions and any other interactions with third parties including, but not limited to, payment processing, shipments, customer service and returns involving products and services provided by third-parties are the responsibility of these third parties, and you are bound to their terms and conditions during such transactions. The inclusion of such a link, connection, process or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

Any such service or correspondence or any such purchase, sale and use of goods and services, including the delivery of and the payment for goods and services and the use of payment processing services, and any other terms, conditions, warranties or representations associated with such services, products or correspondence, are solely between you and the third party website and/or service. We assume no liability, obligation or responsibility for any part of any such product, service, correspondence or promotion. It is your responsibility to maintain your account(s) in good standing with third-party providers and to address any issues or non-compliance that affect the standing or performance of your account(s) with these providers.

### 3.1 Third-Party Merchant Payment Processors

As a convenience, Planning Pod offers integrations with third-party merchant payment processors and/or electronic payment processing platforms for the purpose of collecting online electronic payments via credit card and ACH methods for 1) invoices created using Planning Pod's Invoicing Services and Tools and 2) registrations, tickets, donations, merchandise and other items created and/or sold through Planning Pod's Event Registration and Ticketing Services (as described in Section 2.2).

Planning Pod integrates with and, as such, offers the electronic payment processing functionality of the following merchant payment processors: PaySimple, Square, Stripe, and Quickbooks Payments. In order for you to use the payment processing services of these providers, you must register with your provider(s) of choice as a merchant and establish an account with them. You are also required to comply with the terms of service and privacy policy of the provider(s) you choose to use; links to these are provided below for your reference:

\* Pay Simple Terms of Service (<https://paysimple.com/terms-of-service>) and Privacy Policy (<https://paysimple.com/privacy>)

\* Square Terms of Service (<https://squareup.com/us/en/legal/general/ua>) and Privacy Notice (<https://squareup.com/us/en/legal/general/privacy>)

\* Stripe Services Agreement (<https://stripe.com/ssa>) and Global Privacy Policy (<https://stripe.com/privacy>)

\*Quickbooks Payments Merchant Agreement ([https://glam.app.intuit.com/app/guesttos?glocale=en\\_US](https://glam.app.intuit.com/app/guesttos?glocale=en_US)) and other applicable legal documentation (<https://quickbooks.intuit.com/payments/legal/>)

If you already have a relationship with a merchant account processor, Planning Pod provides an integration with Authorize.net as a gateway provider to enable you to collect online electronic invoice and registration payments via your current provider. You should contact your current provider to inquire if they offer gateway accessibility to Authorize.net. This option requires registering with the Authorize.net gateway service (<https://www.authorize.net/sign-up/gateway-only-pricing.html>) and complying with their Terms of Use (<https://www.authorize.net/about-us/terms.html>) and Privacy Policy (<https://usa.visa.com/legal/privacy-policy.html>)

Please note that we are not a party to the terms of service and privacy policies of the aforementioned third-party merchant payment processors and that we have no



obligations or liability to you under their terms of service or privacy policies for any services that they provide to you.

Regarding the conduct of online electronic payment processing via your Planning Pod account, the Account Owner gives Planning Pod authorization and consent to access your Planning Pod account data and the Account Owner's merchant payment processor account (connected via API or other software integration or interface) and relevant data contained within for the purpose of facilitating electronic credit card and ACH transactions. Planning Pod's will only access this information to the extent that is required by the Account Owner's merchant payment processor to conduct such electronic transactions, including but not limited to sending, receiving and storing transaction-related data.

For the processors Square and Stripe and processors that integrate via an Authorize.net gateway, the Account Owner, their Users and their customers may have the ability to save a customer's financial account data for future transactions, including but not limited to credit card numbers or bank account numbers, inside the Account Owner's merchant payment processor account. In the case of the processor PaySimple, all such financial account data for the Account Owner's customers are automatically stored after the first transaction using a novel payment method. Planning Pod does not store or control such financial account data and acts as data processor in handling financial account data that is controlled by the Account Owner's merchant payment processor.

If Account Owners or Users choose to collect credit card and ACH payments, Planning Pod and our third-party merchant payment processors will calculate and assess standard fees for each transaction. You agree to pay these fees in full, and they will be deducted from payments and/or charged according to the terms of service of the particular provider. These fees may include but are not limited to transaction fees, service fees, processing fees and royalties. Such fees are posted elsewhere on this site, and they may differ from the fee amounts posted on the sites of the third-party merchant providers listed above. Planning Pod reserves the right to change these fees at any time.

With regard to procedures and policies involving payment depositing/payout procedures (including any applicable waiting periods), refunds (including refund windows and deadlines), and chargebacks, you should contact the merchant payment processor in question for details and current policies. Planning Pod assumes no liability, obligation or responsibility with regard to issues or errors regarding payouts, refunds and chargebacks, and you are directed to resolve these matters with the provider in question.

#### **4. Registration Data, Security and Privacy Policy**

To access some of the services on this site, Account Owners will need to complete our online registration process to set up an account and password, which requests certain information and data ("Account Registration Data"), and to maintain and update your Account Registration Data as required. By registering, Account Owners agree that all information provided in the Account Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. This is especially important with respect to your email address, since that is the primary way in which we will communicate with Account Owners about your account.

Account Owners can provide account access to other Users, and they can also give these Users permission to invite additional Users into their account. All Users are required to create a username and password in order to access the account. It is the responsibility for Account Owners and Users to maintain and update your contact information, including but not limited to email addresses, in order to keep it current, complete and accurate. We are not responsible for any issues stemming from inaccurate or outdated registration or contact information, which can include but is not limited to account access and dropped or bounced email communications.

Account Owners and Users are solely responsible for maintaining the confidentiality of your passwords and account, restricting access to your account and computer, and for any and all statements made, acts or omissions and any other activities that occur through the use of your password and account, including any email sent and any charges incurred. Therefore, Account Owners and Users must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask Account Owners and Users for your password. Account Owners may not transfer your account to anyone unless you provide written approval as well as a valid proof of identity, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

Our use of Account Owner Data and Account Data is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

#### **5. Fees and Payments; Subscriptions; Other Services**

Access to the Planning Pod main site – including but not limited to the software tools available via the site - and ancillary Planning Pod sites, whether now existing or developed in the future, shall be subject to a subscription fee at the time of

registration based on Planning Pod's then existing subscription fees for such services, which may be changed by us as provided in these Terms of Use.

Payment for subscription fees must be received by us by credit card or, in the case of yearly subscriptions, by personal check, cashier's check or money order prior to our acceptance of an Account Owner's subscription. For all fee-based subscription services, the Account Owner agrees to pay all fees associated with such service. For all monthly charges for fee-based subscription services, we will charge the Account Owner's credit card on a monthly basis until the account is canceled. For all yearly charges for fee-based subscription services, we will either charge the Account Owner's credit card for the yearly amount or we will invoice the Account Owner and require payment by personal check, cashier's check or money order. Recurring subscription charges are billed in advance of service. The Account Owner agrees to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 10 days of the change.

At our discretion, we may offer an introductory trial subscription period with the period length and cost of the trial posted on the Planning Pod site. Upon expiration of the trial period, to continue a subscription to any fee-based services, the Account Owner will be required to pay the associated subscription fees as posted.

We accept Visa, MasterCard and American Express credit cards for all monthly subscription purchases. We accept personal check, cashier's check and money order for all yearly subscription purchases. The Account Owner represents and warrants that (i) the credit card information you supply to us is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States dollars. A current billing address must be included with every order.

If, for any reason, the Account Owner's credit card company refuses to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount by other means acceptable to us. We may attempt to reinstate a suspended account by running the credit card on file until a subscription payment is processed, and we may charge a fee for reinstatement of suspended or terminated accounts.

If, for any reason, the Account Owner's bank or company issuing a money order or cashier's check does not release the funds to pay the amount billed for the service, you agree that we may, at our option, suspend or terminate your subscription to the service and require you to pay the overdue amount as well as any associated fees,

including but not limited to returned check fees, by other means acceptable to us. We may charge a fee for reinstatement of suspended or terminated accounts.

All orders for fee-based subscription services will be processed through the site, and the Account Owner will be notified via email once your order has been processed. All fee-based subscription services offered by us will be delivered through the PlanningPod.com site.

In the event legal action is necessary to collect on balances due, the Account Owner agrees to reimburse us for all expenses incurred to recover sums due, including debt collection fees, attorney fees and other legal expenses. This includes, but is not limited to, if a customer places a chargeback on a credit card or debit card subscription payment that they authorized when signing up for our service.

We will provide customer service and support for all fee-based subscription services as we determine, and subject to terms and conditions we establish, from time to time in our sole discretion. Account Owners and Users can contact us regarding available customer support/service via email at support{at}PlanningPod{dot}com.

We provide numerous resources on our site, including but not limited to comprehensive help articles and video tutorials for the tools inside of our software. In addition, for Account Owners and Users on plans smaller than 70 events per month, we allot a maximum of 4 support email queries for each account per month. For Account Owners and Users on plans of 70 events per month or larger, we allot a maximum of one (1) hour of total customer support time (combined phone and email support time) for each account per month. Any account exceeding these limits is subject to additional charges. We reserve the right to terminate customer support as well as the account of any Account Owner or User who repeatedly exceeds these limits or who engages in derogatory, profane, abusive, coercive, bullying or intimidating behavior or uses such language or gestures in their interactions with our employees, contractors, contacts, representatives or Users of other accounts.

We may offer additional paid services, including but not limited to data migration, custom or a la carte onboarding and training, and marketing services. Payment for additional services must be received by us by credit card or, in the case of yearly subscriptions, by personal check, cashier's check or money order, prior to commencement of work on or delivery of such services. Once we have received payment for additional services, no refunds - pro-rated or otherwise - will be provided, regardless of the stage of completion or delivery of such services.

## **5.1 Cancellation Policy**

The Account Owner agrees that until you expressly cancel your subscription to the service, you will continue to accrue charges for which you remain responsible for payment, even if you or your Users do not use the service and/or have not used it for a period of time. To cancel a subscription, the account owner must submit a cancellation request in writing by either 1) logging into your account, navigating to the Subscription area of your account, clicking on the "Close Account" link and following the instructions provided to send a written cancellation request; or 2) sending an email message via [our contact form](#) with "Cancel Account" in the subject line and the account owner's email address in the body of the email so as to identify the proper account. You agree to using one of those two methods of cancellation by writing, and upon successful receipt of your cancellation request we will send you an email confirmation that your account has been canceled. Your proof of cancellation is the receipt of this confirmation email; if you do not receive the confirmation email within 7 days of your request, then we have not received said request and you will need to notify us regarding this via [our contact form](#). It is your responsibility to ensure that we have received a written cancellation request; phone calls or voicemail messages are not accepted methods of cancellation. Note that allowing your account to go into payment default does not constitute canceling your account. After a payment default, we suspend your account until payment is received, and we reserve the right to reactivate a suspended account for a period of 30 days after a payment default.

You may cancel fee-based subscription services at any time. For all Account Owners, upon cancellation your subscription will end at the completion of your currently paid term and no refund - pro-rated or otherwise - will be provided regarding fee-based subscription services. Once the Account Owner has canceled a service, we reserve the right to purge your information associated with the service at any time from our database.

## **6. Electronic Communications**

You are communicating electronically with us when you visit the Planning Pod site, provide information by means of the site or send e-mail to us. As an Account Owner or User of Planning Pod or an Attendee of an event posted and promoted via the Planning Pod software, you consent to receive communications from us electronically. We will communicate with you by e-mail and by posting information or notices via the PlanningPod.com site, as applicable. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **7. Intellectual Property Information**

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For purposes of these Terms of Use, "content" is defined as any information, communications, software, photos, video, graphics, music, sounds, text, site design, processes, Web site screens, images, logos, icons, code and data compilations as well as the organization and layout of this matter and other material and services that can be viewed by users on or visitors to our site. This includes, but is in no way limited to, message boards, chat, and other original content. We do not direct our product and service offerings to persons under the age of 18.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of or used with permission by My Wedding Workbook, LLC and/or its affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Furthermore, you may not attempt to reverse compile, disassemble or otherwise reverse engineer the software code for this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Account Owners may access and use the site (including any services, documents or information from this site) solely for personal and business use, and Account Owners and Users may not distribute, license, sublicense or resell any portion thereof to any other person or entity. Reselling includes, but is not limited to, receiving compensation or benefits (monetarily or in trade) from Users who i) are not clients for whom you are planning events and ii) are using the account as part of the offerings you provide to them; these Users can include, but are not limited to, contractors, subcontractors, vendors, franchisees and network members. Inappropriate use of the site also includes, but is not limited to, using it for purposes of creating an online network or to provide free or paid access to Users who are not clients (i.e., people who have hired the Account Owner or their organization to plan and/or manage an event). Account sharing (i.e., two or more separate business entities sharing one account) is also prohibited. We reserve the right to immediately terminate the account of any Account Owner suspected of violating these limitations and to seek all available legal remedies.

Neither we nor our affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties.

You shall not use or permit any third party to use our property, the content of the site or the name, trademarks or trade names of Planning Pod, including "Planning Pod" or "PlanningPod.com" without prior express written consent from us. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Planning Pod, My Wedding Workbook, LLC or its affiliates.

## **8. Use and Operation of PlanningPod.com; Data Storage; User Responsibility for Back Up Data**

Account Owners and Users acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. Account Owners and Users agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. Account Owners and Users acknowledge that we reserve the right to log off accounts that are inactive for an extended period of time. We reserve the right to shut off an Account Owner's account and delete all account information either (i) six (6) months after account cancellation or (ii) after the subscriber's account has lain dormant for two (2) calendar years on PlanningPod.com, whichever arrives sooner. Account Owners and Users further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

We provide storage space and access for material through our site; in addition, we may, at our discretion, provide an additional, fee-based service that allows for Account Owners to expand the default storage space allotment associated with your accounts. For purposes of these Terms of Use, "material" refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Account Owners and Users may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable. We will not routinely monitor the contents of accounts or outward facing communications created in those accounts, which includes, but is not limited to, any personal or event websites or portals created via our site or email communications sent by Account Owners and Users through our site. Account Owners are solely responsible for any information contained in your online accounts, portfolios and outward facing communications. However, if complaints are received regarding language, content, or graphics contained in any online account, portfolio or outward facing communications, we may, at our sole discretion, remove the images and content hosted on our servers and terminate the account. We may also suspend

the account, restrict access to it, or remove content from it if necessary or appropriate.

The accounts created by Account Owners operate on shared resources. Excessive use or abuse of these shared network resources by an Account Owner and your Users may have a negative impact on all other Account Owners and Users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of an account or limitation of account activities.

This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Account Owners and Users should not rely on the site as your only storage facility. It is your responsibility to back up any data submitted or otherwise used with respect to this site. Account Owners and Users agree that we are not responsible for any loss of data stored on our sites under any circumstance and you agree that you will not hold us liable for any loss of data that may occur including, but not limited to, your files and your discrete pieces of information.

## **9. Conduct on Site**

Your use of the PlanningPod.com site, as applicable, is subject to all applicable laws and regulations, including Netiquette and anti-spam laws, rules and regulations, and Account Owners and your Users, Attendees, clients, employees, contractors, contacts and representatives, as applicable, are solely responsible for compliance with all applicable laws and regulations and the contents of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, hosting services, hosted websites, hosted electronic forms, email services or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content - including text, communications, software, images, sounds, data, or other information - that:

- \* Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

- \* Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;



- \* Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- \* Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- \* Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- \* Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by anyone other than ourselves. We generally do not pre-screen, monitor, or edit the content posted by people using the communications services, chat rooms, message boards, newsgroups, software libraries, hosting services, hosted websites, hosted electronic forms, email services or other interactive services that may be available on or through this site. However, we and our agents have the right at our sole discretion to remove any such content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. Account Owners and Users hereby consent to such removal and waive any claim against us arising out of such removal of content. See User's Materials below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In regard to email, instant messaging or other textual communications sent through the site, Account Owners and your Users, clients, employees, contractors, contacts and representatives agree to send communications using our services only to those recipients who have a clear relationship with you and/or your organization or who have expressly indicated their desire and/or have opted-in to receive communications from you and/or your organization. Accounts Owners and your Users, clients, employees, contractors, contacts and representatives may not use our site to send communications to any individual who has indicated a desire not to receive communications from you. Account Owners and your Users, clients, employees, contractors, contacts and representatives may not use the site to send communications to email lists or addresses that have been rented, purchased, appended or otherwise obtained from a third party or that have been collected or "scraped" using a script or other harvesting method or that have been obtained

without the email address owner's knowledge or consent. In the content of your email communications, Account Owners and your Users, Attendees, clients, employees, contractors, contacts and representatives may not use misleading language or imagery, and your emails must pertain only to your business communications, your internal management of events you are managing, or promotion of such events; if they are intended to promote an event, you must indicate that they are promotional in nature. If you fail to comply with any of the rules listed above as well as if you exceed industry-standard bounce rates, spam complaint rates or unsubscribe rates, we reserve the right to immediately suspend use of our communications tools and/or terminate your account.

In addition, Account Owners and Users may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. Account Owners and Users shall not interfere with anyone else's use and enjoyment of the site or other similar services. Account Owners and Users who violate systems or network security may incur criminal or civil liability.

Account Owners agree that we may at any time, and at our sole discretion, terminate your registration and subscription without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **10. User's Materials; Submissions**

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary.

My Wedding Workbook and Planning Pod do not solicit submissions, in any form or by any means of transmission whatsoever, of product, feature, service, marketing, user interface, programming code, advertising and/or creative suggestions, ideas and/or proposals as well as product samples and/or prototypes (hereinafter referred to as "Submissions"). If you elect to forward to us any such Submission, then by doing so, you acknowledge that (i) we are not liable for any use, disclosure, or return to you of your Submission, (ii) no confidential relationship is established or is to be implied in any way from our receipt of the Submission and any statement to the

contrary with your Submission shall not alter this condition, (iii) you understand that you will not be entitled to any compensation from us based upon your Submission or our use thereof, (iv) the receipt of your Submission shall not constitute a waiver by us of our rights to contest the validity of any copyright, or other intellectual property rights that you may now or hereafter claim for the Submission, and (v) any previously, concurrently or subsequently submitted materials relating to this Submission shall be considered to have been submitted in accordance with these conditions.

If you post text, reviews, comments, photos, videos or other materials or content on [www.PlanningPod.com](http://www.PlanningPod.com) or any website or webform created using Planning Pod, send communications to us or submit Submissions, you hereby grant Planning Pod and My Wedding Workbook a perpetual, paid-up, non-exclusive, royalty-free irrevocable license and fully sublicensable right to make, use, modify, adapt, create derivative works from, publish, translate, reproduce, display and distribute such materials, content and Submissions (and any intellectual property contained therein) throughout the world, in any medium or technology of any kind now existing or developed in the future. You grant My Wedding Workbook and its sublicensees the right to use the name that you submit in connection with such materials and content, if they choose. You represent and warrant that you own or otherwise control all of the rights to any Submission and in the materials and content that you post; that the content is accurate; that use of any Submission, materials or content you supply does not and will not cause injury to any person or entity; and that you will indemnify My Wedding Workbook and its sublicensees for all claims resulting from any Submission, materials and content you supply. My Wedding Workbook has the right but not the obligation to monitor and edit or remove any activity or content on [www.PlanningPod.com](http://www.PlanningPod.com) or any websites or webforms created using Planning Pod. My Wedding Workbook takes no responsibility and assumes no liability for any materials or content posted by you or any third party.

We respect the intellectual property of others, and we ask you to do the same. If you or any person using the site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- \* A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- \* Identification of the copyrighted work claimed to have been infringed;
- \* Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

- \* Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- \* A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- \* A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. The services of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

President  
Planning Pod  
9457 South University Blvd., Suite 314  
Highlands Ranch, CO 80126

Email: support {at} PlanningPod {dot} com

Account Owners and Users acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## **11. Disclaimer of Warranties**

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE FULLEST EXTENT PERMITTED BY LAW WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS

THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS AFTER OUR DELIVERY OF THE PRODUCT OR SERVICE.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS AND SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the site, you may have the opportunities to engage in commercial transactions with other users, vendors and services. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, transaction or account fees, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller/provider or purchaser/user of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through this site often represents the opinions and judgments of an information provider, Account Owner, User, or other person or entity not connected with us. We do not endorse, nor are we responsible or liable for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized My Wedding Workbook, LLC spokesperson speaking in his/her official capacity.

## **12. Limitation of Liability**

Except as may be otherwise limited in these Terms of Use, the Account Owner's exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this site shall be limited to the amount you paid us for the services on the site during the three (3) month period before the act giving rise to the liability. In no event shall our total liability to the Account Owner for damages exceed the amount paid by you to us during the three (3) month period before the act giving rise to the liability.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO AN ACCOUNT OWNER, USER, ATTENDEE OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM OUR NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, LOSS OF USE, DATA OR PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS, DIRECTLY OR INDIRECTLY, ARISING OUT OF YOUR USE OF THE SITE OR THESE TERMS OF USE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS, INCLUDING BUT NOT LIMITED TO EVENT REGISTRATIONS AND TICKETS, OR THE COLLECTION OF PAYMENTS.

## **13. Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from any and all liabilities, claims, costs (including, without limitation, settlement costs), and expenses (including attorney's fees), that directly or indirectly arise from your use or misuse of this site including, but not limited to, (i) your use or misuse of any information, product or service supplied by us or third parties; (ii) any products, services or activities undertaken by us on your behalf; and (iii) your sale of any products and services or other operation of your business. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **14. Agency Grant**

We shall be authorized to enter into contracts with third parties as the subscriber's agent to carry out the purposes of these Terms of Use. Under no circumstances shall we be responsible for any failure of third parties to properly execute their commitments.

## **15. Severability**

In the event that any provision of this agreement shall be judged illegal or otherwise unenforceable, such provision shall be enforced to reflect as nearly as possible the original intentions of the parties as evidenced by these Terms of Use to the maximum extent permitted by applicable law, and the balance of the agreement shall continue in full force and effect in accordance with its terms.

## **16. Assignment**

The Account Owner will not assign any rights or delegate any duties under this agreement without the written consent of My Wedding Workbook, LLC. We are free to assign our rights and obligations under these Terms of Use without notice or your consent including, but not limited to, any information obtained from you as a result of your use of the site.

## **17. Termination of Use**

The Account Owner and Users agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, the right of the Account Owner and Users to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 4, 8 through 12, 16,

17, 19 and 20 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.

## **18. Governing Law and Venue; Statute of Limitations**

This site (excluding any linked sites) is controlled by us from our offices within the State of Colorado, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Colorado, by accessing this site both of us agree that the statutes and laws of the State of Colorado, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the federal and state courts sitting in or for Denver, Colorado, United States of America with respect to such matters.

Any cause of action brought by you against us or any third party supplying products or services through us must be instituted within one (1) year after the cause of action arises or be deemed forever waived and barred.

## **19. Compliance with Laws; International Use**

We make no representation that the products and services available through our site are appropriate, available, in compliance with all laws or regulations or legal for use in locations within or outside of the United States, and accessing them from states or territories where such products and services are illegal is prohibited. Those who choose to access this site and purchase products and services from us or through third parties available or linked to this site do so on their own initiative and are responsible for use of all such products and/or services in compliance with all applicable federal, state and local laws and regulations. Any offer for any product, service, and/or information made available in connection with this site is void where prohibited.

## **20. Attorneys Fees**

If any legal action is initiated by either of the parties hereto, the prevailing party shall recover from the other party reasonable costs and attorney's fees in addition to any other relief that may be awarded.



## 21. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of President at support {at} PlanningPod {dot} com, if by email, or at Planning Pod, 9457 South University Blvd., Suite 314, Highlands Ranch, CO 80126, if by conventional mail. Notices to the Account Owner may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform the Account Owner of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (i) on the delivery date if delivered personally to the party; (ii) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (iii) five business days after the mailing date, if sent by US mail, return receipt requested; (iv) on the delivery date if transmitted by electronically confirmed facsimile; or (v) on the delivery date if transmitted by electronically confirmed email.

## 22. Entire Agreement, Modification and Waiver

This agreement merges all previous negotiations between the parties hereto, supersedes all prior agreements, if any, between the parties, and constitutes the entire agreement and understanding between the parties with respect to the subject matter of this agreement. Alteration, modification or change of this agreement shall be invalid except by written instrument in which any such alteration, modification or change is specifically designated and which is specifically acknowledged, agreed and executed by the party to be charged.

Michael Reso

Signed by:  
  
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