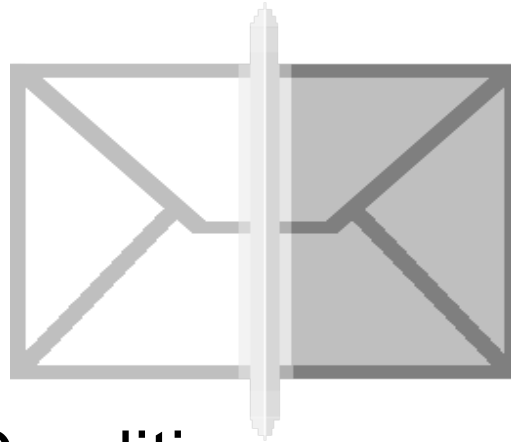


# Welcome to Postlifepreps!



## Terms and Conditions

Last updated: February 18, 2022

Purpose of update: To clarify the consequences of a breach of the terms and conditions.

( Previous version from November, 11 2020:

[https://s.postlifepreps.com/info/english/terms-of-use\\_11112020.html](https://s.postlifepreps.com/info/english/terms-of-use_11112020.html) )

Please read these current Terms and Conditions carefully before using our service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service of message creation.
- **Account Upgrades** means the removal of Account limitations.
- **Free Account** means an Account without any Account Upgrades. Therefore, it doesn't have any payments.
- **Country** refers to: Ontario, Canada
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Sempoctet LP, 125-720 King Street West, Suite 2000, ON M5V 3S5, Toronto, Canada.

- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Orders** means a request by You to purchase Account Upgrades from Us.
- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Postlifepreps, accessible from <https://www.postlifepreps.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You, as an account owner, represent that you are a natural person and are over the age of 18. The Company does not permit those under 18 to use the Service for uploads or creating messages.

Due to restrictions, we cannot conduct business with certain countries. You can not be living in one of these countries when using our Service:

Canada, Central African Republic, DR Congo, Cuba,  
Iran, Iraq, Lebanon, Libya,  
North Korea, Russia, Somalia, South Sudan,  
Sudan, Syria, Ukraine, Venezuela,  
Yemen, P.R. of China.

You, as a receiver of messages, represent that you are a natural person and over the age of 13. If you are between the ages of 13 and 18, you are using the site only with the permission of your parent or legal guardian, or you are an emancipated minor.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy

carefully before using Our Service.

## Placing Orders for Account Upgrades

By placing an Order for Account Upgrades through the Service, You warrant that You are legally capable of entering into binding contracts.

## Your Information

If You wish to place an Order for Account Upgrades, You may be asked by to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your credit card number, the expiration date of Your credit card and Your billing address.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct, and complete.

## Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons, including but not limited to:

- Errors in the description or prices for Account Upgrades
- Errors in Your Order
- If fraud or an unauthorized or illegal transaction is suspected

## Your Order Cancellation Rights

Any purchase can only be returned in accordance with these Terms and Conditions.

You will have a right to cancel an Order up to 60 days after the order was placed.

To cancel an order, communicate with clear intention to our support, telling your name and order number.

## Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Account Upgrades. The Account Upgrades available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

# Payments

All Account Upgrades purchased are subject to a one-time payment. Payment can be made through various payment methods at that moment offered by Our payment service provider. Methods are Visa, MasterCard or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If Our payment service provider does not receive the required authorization, We will not be liable for any delay of Your Order.

# User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name, or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

# Content

## Your Right as an account owner to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

You retain all of Your rights to any Content You submit, post, or display on or through the Service. You grant Us temporarily the right and license to use, modify, reproduce and distribute such Content on and through the Service to make it available to our content checks, to You and to Your receivers. You may revoke this right and license you have granted us at any time by removing the Content from the Service or closing your account..

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or

through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

## Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Commercial activity (You can only use the service as a private communication medium)
- Mass communication or publication (You can only leave messages for people you know personally)
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is 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 a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity, including the Company and its employees or representatives.
- Violating the privacy of any third person.
- Executable computer code (binary or script)

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms, refuse or remove this Content. As the Company cannot control all content posted by users or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

## Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted before being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

# Copyright Policy

## Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email at [abuse@postlifepreps.com](mailto:abuse@postlifepreps.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at [abuse@postlifepreps.com](mailto:abuse@postlifepreps.com) Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## Links to other websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such we sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

## Copyright of the Website without user Content

The Company alone owns all rights, titles, and interests, including all related intellectual property rights, in and to the Website technology, services, and any suggestions, ideas, suggestions for improvement, feedback and recommendations or other information provided by you or any other party referring to the service. This agreement does not confer any ownership rights on the Company's service, the Company's technology, or intellectual property rights. The name postlifepreps, the postlifepreps logo, and the product names associated with the service belong to the Company or any third party, and no right or license to use them is granted.

## Termination

### Termination after expired time

When the maximum usage time of an Account has expired, we will automatically close the Account. The maximum usage time depends on the type of Account You have selected.

### Termination by Your intention

You can also explicitly close Your Account at any time.

### Termination for serious or repeated breaches of the Terms

For our users, we protect the reputation of this reputable service. Therefore, we carefully respond to violations of the Terms.

We distinguish between serious violations of the Terms (illegal Content, hacking attempts, false personal information) and minor violations.

We may terminate or suspend Your Account immediately and without notice or liability if You seriously violate these Terms.

If You commit a minor infraction with any Content, we will only block access to that Content and issue You a warning. This will not affect the Account or the other Content.

Repeated minor violations (2 times with a free Account, 3 times with a paid Account) will also result in the termination of Your Account without liability.

Any Account termination will result in the deletion of the associated data.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, thirdparty software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. to You. But in such a case, the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute



informally by contacting the Company.

## For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

## United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Website and the Service.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [help@postlifepreps.com](mailto:help@postlifepreps.com)
- By website: At the site bottom, click on the "contact" link to open the contact form.

WE APPRECIATE YOUR ATTENTION.

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