

Terms and Conditions

Online Subscription & Services Agreement

This Agreement applies to any OnePlan services (including pre-release services) and software, including all updates, support, and content. In this Agreement, the term “Service” is used to refer to both OnePlan software and any professional services provided in connection with Customer’s license and use of the OnePlan software. This Agreement shall also apply to Customer’s use of any additional OnePlan Services which Customer obtains during the Term of this Agreement, unless such services are subject to a separate agreement.

Customer hereby represents that it is at least eighteen (18) years of age, and has attained the legal age of majority in the jurisdiction of its domicile.

Part I of this Agreement applies to every Service. Each Service may have other posted notices or codes of conduct. All such notices and codes of conduct are incorporated by reference into this Agreement.

Use of the Service is subject to your agreement to the terms of this Agreement. If you do not agree, you are not authorized to use any aspect of the Service. This Agreement limits our liability and disclaims warranties for the Service to the maximum extent permitted by law. This Agreement also requires you to indemnify us. Please read these sections of the Agreement carefully.

Part I – General Terms

1. When You May Use the Service.

If you create an account to use the Service, you may start using the Service as soon as you have finished the enrollment process. As indicated during the enrollment process, some parts of the Service may not be available immediately, while the Services are being configured for your use. If you do not create an account to use the Service, you cannot use the available Service immediately.

2. How You May Use the Service.

In using the Service, you agree that you will: comply with all laws, codes of conduct, or other notices provided by OnePlan, comply with the OnePlan Anti-Spam Policy, keep your password confidential, and promptly notify us if you learn of a security breach related to the Service.

3. How You May Not Use the Service.

You may not use the Service in any way that is in violation of any, law or harms OnePlan, or its affiliates, resellers, distributors, and/or vendors, damage, disable, overburden, or impair the Service (or the computer systems and networks connected to the Service) or interfere with anyone’s use and enjoyment of the Service, resell or redistribute the Service, or any part of the Service, unless you are a party to a Reseller Agreement with OnePlan that permits you to do so, or any goods or services that if sold via the Service would cause OnePlan or you to violate any laws and regulations, use any portion of the Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“Spam”), use any automated process or service to access and/or use the Service (such as a BOT, a spider, periodic caching of information stored by OnePlan. or “meta-searching”), or use any unauthorized means to modify or reroute, or attempt to reroute the Service.

4. Your Service Account.

You may establish a Service account and password for the Service. You are responsible for all activity under your account, associated accounts, and passwords.

5. How We May Change This Agreement.

OnePlan may amend or otherwise modify the terms of this Agreement at any time without notice. If we make a material change to this Agreement, we will notify you at least thirty (30) days before the change takes place. If you do not agree to the changes that we make to this Agreement, then you must stop using the Service and cancel your subscription to the Service before the change takes place. If you do not stop using the Service, your continued use of the Service will be subject to the terms of this Agreement, as amended or modified.

6. Online Services (Hosting) Service Levels.

6.1. Service Failure Remedies

6.1.1. Guarantee

Monthly Uptime Percentage is calculated as follows: $(\text{Total Minutes in the Month} - \text{Downtime}) \div \text{Total Minutes in the Month} \times 100$. If the OnePlan Service fails to achieve 99.95% Monthly Uptime, Customer will be eligible to receive a service credit, subject to the terms and limitations below.

For each full hour of Downtime below the 99.95% uptime threshold, Customer will receive a service credit equal to one (1) hour of the affected Service Element's fees, calculated on a prorated monthly basis. Service credits will be applied as a credit against future fees and are not refundable. In no event shall the total service credits issued for any calendar month exceed twentyfive percent (25%) of the monthly fees paid for the affected Service Element. Service credits apply only to the Service Element directly impacted by the Downtime.

"*Service Element*" means any individual component or feature of the Service that is separately priced on a OnePlan price list, invoice, or customer quote.

6.1.2. Limitations

The Service Levels set forth in this Agreement do not cover (without limitation): (a) network performance to Customer's physical location or internet access point (such as a local DSL/cable modem); or (b) failures due to denial-of-service attacks, or a Force Majeure event. In addition to the foregoing, uptime percentages do not include scheduled maintenance periods, which will last no longer than (1) hour per week.

6.2. OnePlan Products.

1. This Section describes the Service Level Agreement ("SLA") applicable to the following OnePlan hosted solutions:
 - OneConnect
 - OneAnalytics
 - OnePlan

6.3. Azure® Security.

OnePlan's products are hosted on the Microsoft Azure platform. Azure infrastructure is resilient to attack, safeguards user access to the Azure environment, and helps keep data secure through encrypted communications as well as threat management and mitigation practices, including regular penetration testing.

- Managing and controlling identity and user access to your environments, data, and applications by federating user identities to Azure Active Directory and enabling multi-factor authentication for more secure sign-in.
- Encrypting communications and operation processes. For data in transit, Azure uses industry-standard transport protocols between user devices and Microsoft datacenters, and within datacenters themselves. For data at rest, Azure offers a wide range of encryption capabilities up to AES-256, giving you the flexibility to choose the solution that best meets your needs.

- Securing networks. Azure provides the infrastructure necessary to securely connect virtual machines to one another and to connect on-premises datacenters with Azure VMs. Azure blocks unauthorized traffic to and within Microsoft datacenters, using a variety of technologies. Azure Virtual Network extends your on-premises network to the cloud through site-to-site VPN.
- Managing threats. To protect against online threats, Azure offers Microsoft Antimalware for cloud services and virtual machines. Microsoft also employs intrusion detection, denial-of-service (DDoS) attack prevention, regular penetration testing, and data analytics and machine learning tools to help mitigate threats to the Azure platform.

Follow this link to read [More on Azure Security](#) as published by Microsoft.

6.4. Azure Compliance.

Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards like Australia IRAP, UK G-Cloud, and Singapore MTCS.

6.5. Rigorous third-party audits, such as by the British Standards Institute, verify Azure's adherence to the strict security controls these standards mandate. You can verify our implementation of many security controls by requesting audit results from the certifying third parties.

Click here to read [More on Azure Compliance](#) as published by Microsoft.

6.6. Monitoring Services. Every OnePlan Service is monitored 24 hours a day, 7 days a week, 365 days a year using monitoring services provided by Microsoft Azure. The following services are monitored:

- PING
- Static HTTP
- Processor and Memory Usage
- Hard Disk Usage

If a test fails, a monitoring notification is generated immediately. All notifications are sent directly to the OnePlan network operations team. OnePlan applies the following intervention timeframes after a monitoring alarm for all shared servers:

- Five (5) minutes after alarm during business hours, 8:00 a.m.-6:00 p.m. (PST) Monday to Friday, US statutory holidays excluded.
- Thirty (30) minutes after alarm outside of normal business hours

6.7. Backup Procedures

6.7.1 Backup of Databases. Incremental Database Backups using Azure Backup Services geo-replicated storage system. Backups will be stored for fourteen (14) days. Daily Snapshot backups will be performed for virtual servers. Snapshots will be stored for three (3) days.

6.7.2. Restore Requested by Customer. Customer can request a restore by submitting a ticket to OnePlan or contacting the OnePlan support team directly via telephone.

6.7.3. Restore After Disaster Recovery. In the unlikely event of a catastrophic failure of a cluster, a replacement cluster will be brought live within twenty-four (24) hours and the most recent backup will be restored on this cluster.

6.7.4. Discontinued Services. In the event that OnePlan chooses to discontinue its online Service offering or experiences financial hardship, OnePlan shall 1.) Notify customers sixty (60) days in advance, 2.) Deliver all back up and database files to Customer and 3.) Provide a functional environment for sixty (60) days.

6.8. Updates and Future Releases.

6.8.1. Bug Fix Process. OnePlan maintains Production and QA environments for code. Any bug fix is implemented into the OnePlan testing environment and tested thoroughly before being moved into production. All Customer environments

use code from OnePlan's cloud-based production environment. Any bugs reported by Customers are resolved by OnePlan as part of the Customer's subscription license.

6.8.2. New features are periodically added to OnePlan applications. Such features follow the same path of release into QA, thorough testing, and then released into production. New features being added to applications are opt-in by Customer, as requested.

6.8.3. Release Schedule. OnePlan maintains a regular schedule of release dates. All bug fixes and new features are released to production code according to a regular release cadence.

7. Charges and Billing.

This section applies in all situations in which you pay OnePlan directly for a Service. If you pay a company other than OnePlan for a Service, (each, a "Third-Party Company") then the charges and billing terms are as stated by such Third-Party Company. Even if you do not pay for the Service, you may still incur other charges incidental to using the Service; for example, charges for phone or Internet access, mobile text messaging, wireless service and other data transmissions.

7.1. Payment. When you enroll for the Service, you will be requested to provide a payment method. You confirm that you are authorized to use the payment method that you provide. You authorize OnePlan to charge you for the Service using your payment method and for any paid feature of the Service for which you choose to subscribe or use while this Agreement is in force. If the amount to be charged to your payment method is greater than the amount you pre-authorized, we will tell you the amount at least ten (10) days before we charge you.

7.2. Charges. If your Service is provided on an annual basis, we will charge you for the Service in advance. If your Service is provided for an indefinite period, or automatically renewed, we will charge your payment method annually for the Services you will receive in the next year. We may charge you at one time for more than one of your prior billing periods. If we told you that the Service will be provided indefinitely or automatically renewed, we may automatically renew your Service and charge you for any renewal term, until such time as you notify us in writing that you no longer want your subscription to the Service to automatically renew. Any such notice must be received by OnePlan at least thirty (30) days before your current subscription automatically renews.

7.3. Annual User Fees. OnePlan shall invoice and you shall pay on an annual basis all user fees and charges incurred by you. Annual recurring fees are based on user accounts during the current billing period plus any and all pre-approved fee-based Services you choose to utilize. OnePlan invoices on the first of every year for all Services provided during the previous year.

7.4. Payment Terms. Payment of fees and charges are due and payable within thirty (30) calendar days after the date of each OnePlan invoice. All fees and charges are specified in U.S. dollars and all payments will be made in U.S. dollars in immediately available funds. If Customer is delinquent in its payments, OnePlan may, upon written notice to Customer, modify the payment terms to require full payment for the continued provision of all Services or require other assurances to secure Customer's payment obligations hereunder.

7.5. Updates to your Billing Account. You must keep all information in your billing account accurate and current, including your billing address and any expiration date for your payment method. To modify your billing account, you may email sales@oneplan.ai

7.6. Trial Period Offers. You may receive a limited time of free Service or some other trial period offer. Unless we tell you otherwise, if you are participating in any trial period offer, you must cancel the Service by the end of the trial period to avoid incurring charges or having your service downgraded to a subscription-fee Service. If you do not cancel your Service and we have told you that the Service will automatically be converted into a paid subscription at the end of the trial period, then you authorize us to charge your payment method for the Service upon conversion of your trial use to a full OnePlan subscription. If we downgrade your Service to one for which there is no subscription fee, some of your data may not be available to you and OnePlan may permanently delete such data from our servers. You are responsible for taking the necessary steps to back-up your data, and ensuring that you maintain your primary means of business.

7.7. Prices and Price Increases. The price for the Service excludes taxes unless stated otherwise. All taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider. If there is a specific time length and price for your Service offer, then that price will remain in force for that time. When the offer period ends, we will charge you a new price for that Service. We may change the price of the Service from time to time, but we will give you at least thirty (30) days' notice before a new price takes effect. If you do not agree to the new price, then you must cancel and stop using the Service before the new price takes effect. If your Service is on a period basis (for example, monthly or annually), then the new price will start on the date that we indicate in our notice to you.

7.8. Service Conversion. You may be able to switch your Service to a different Service. If you do, you authorize us to charge your payment method for any new Service charges.

7.9. No Refunds. All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law. The costs of any returns will be at your expense, unless otherwise provided by law.

7.10. Canceling the Service. You may cancel the Service at any time, with or without cause. Cancellation of the Service by you will not alter your obligation to pay all charges made to your billing account.

7.11. Non-Payment and/or Failure to Pay On-Time. We may suspend or cancel your Service if you do not pay in full and on-time.

8. Changes to the Service; Cancellation or Termination.

8.1. By OnePlan. We may change the Service at any time and for any reason with commercially reasonable notice. If we cancel a particular Service or feature, we will make commercially reasonable efforts to replace it with a comparable Service or feature, but we are not obligated to do so. We may cancel or suspend your Service or a portion of your Service at any time and for any reason without notice, including for cause, such as if you violate the terms of this Agreement. If we do terminate your Service for cause, your right to use the Service will cease immediately. Cancellation of the Service will not change your obligation to pay any charges due on your billing account.

8.2. By You. You may cancel your Service at any time for any reason. Cancellation of the Service by you will not alter your obligation to pay all charges made to your billing account.

8.3. Data. You are responsible for taking the necessary steps to back up your data and ensuring that you maintain your primary means of business. Upon termination or cancellation of the Service by you or us for any reason, OnePlan may delete your data permanently from our servers.

8.4. Waiver of Rights and Obligations. To the extent necessary to implement the termination of this Agreement, each Party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement.

9. Limits On Service.

OnePlan may establish limits on the Service. For example, the maximum storage space on OnePlan's servers available to you, the amount of bandwidth available for traffic to a website that we host for you, the number of users on your account, the number of Service accounts to which you may subscribe with one credit card, how long we retain an inactive Service account, which we define as one where you do not sign in to the Service for an extended period of time, and the number of transactions you can conduct through the Service. If you exceed the published Service limits, OnePlan reserves the right to cancel your Service.

10. A Service May be A Pre-release Version.

A particular Service may be a pre-release version. It may not function in the same fashion that a final version of the feature or Service will. We may change it for the final, commercial version. We may not release a commercial version. We also reserve the right to change a pre-release service at any time without advance notice to you.

11. Privacy.

11.1. OnePlan will treat all data as strictly confidential. To ensure full privacy and security regarding sensitive data published to the OnePlan sites for the purposes of using the OnePlan Service, OnePlan prevents the use of Services for any purpose that is unlawful or prohibited by our terms, conditions, and notices. This includes the use of Services in any manner that could damage, disable, overburden, or impair any OnePlan server, or the network(s) connected to any OnePlan server, or interfere with any other party's use and enjoyment of any Services. We protect against all attempts to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any OnePlan server or to any of the Services, through hacking, password mining or any other means.

11.2. Azure Privacy. OnePlan's products are hosted on the Microsoft Azure platform. Microsoft has adopted of the world's first code of practice for cloud privacy, ISO/IEC 27018. Follow this link to read [more on Azure Privacy](#) as published by Microsoft.

11.3. OnePlan will not use customer data or derive information from it for advertising or data mining. OnePlan reserves the right to take action if it receives a spam (unsolicited email) complaint. OnePlan reserves the right to log into every hosting account or email account at any time for maintenance or security purposes.

11.4. When a government wants customer data—including for national security purposes—it must follow the applicable legal process, by serving us with a court order or a subpoena for account information. If we are compelled to disclose any Customer data, OnePlan will promptly notify you and provide you with a copy of the demand, unless we are legally prohibited from doing so. We do not provide any government with direct or unrestricted access to Customer data, except as you may direct us to in writing, or where we are required by law to provide such access.

11.5. Monitoring Your Use. We consider your use of the Service to be private. However, to the maximum extent permitted by law, you authorize OnePlan to access or disclose information about you, your account, your data, your content and your communications when we have a good faith reason to believe it is necessary to do so to comply with law or legal process, or to investigate potential violations of this Agreement, including use of the Service to participate in, or facilitate activities that violate the law, and to protect the rights, property or safety of OnePlan, its employees, customers, and/or the public.

11.6. Performance and Usage Data. In order to provide you the Service, we may collect certain information about Service performance, your computer and your Service use. We may automatically upload this information from your computer. This data will not personally identify you.

11.7. Filtering Technology. We may use technology or other means to protect the Service, protect our customers, or to stop you from breaching any term of this Agreement. Examples include, but are not limited to, filtering to stop spam or increase security. These means may hinder your use of the Service.

11.8. Your Privacy Practices. In using the Service, you may be able to collect personal information about third parties through your dealings with such third parties. If you do, you agree to (a) post a privacy policy on your website that, at a minimum, discloses any and all uses of personal information that you collect from such third parties, (b) provide a hypertext link to your privacy policy on the home page of your website and on all pages where you collect personal information from third parties, including on check out pages, and (c) use personal information only as expressly permitted by your privacy policy.

11.9. Account Password and Security. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify OnePlan immediately of any unauthorized use of your account or any other breach of security. OnePlan will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by OnePlan or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the express written permission of the registered account holder.

11.10. Data Security. To ensure full privacy and security regarding sensitive data published to the OnePlan sites for the purposes of using the Service, OnePlan prevents the use of Services for any purpose that is unlawful or prohibited by this Agreement. This includes the use of the Service in any manner that could damage, disable, overburden, or impair any OnePlan server, or the network(s) connected to any OnePlan server, or interfere with any other party's use and

enjoyment of any Services. We protect against all attempts to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any OnePlan server or to any of the Services, through hacking, password mining or any other means. International transfers of data are governed by the OnePlan Data Processing Agreement (“OnePlan DPA”), incorporated into this Agreement by this reference, which includes the use of Standard Contractual Clauses (“SCCs”), the Data Privacy Framework and other approved mechanisms. The OnePlan DPA is available for review here: <https://oneplan.ai/privacy-policy/>.

12. Confidentiality.

12.1. Confidential Information. As part of registering your account with OnePlan and using the Service, we will be required to exchange information that we each deem as “Confidential”. As used in this Agreement, Confidential Information includes, without limitation, (i) all non-public information relating to a disclosing Party’s business plans, business models, financial statements, financial position, budgets and analyses, valuations, capitalization, (ii) internal and operational data and formats, database schema and calculation routines, (iii) technology, intellectual property, technical information, test data, invention summaries, techniques, know-how, or other trade secrets, (v) computer software object and source code, network architecture and infrastructure, (vi) product development roadmaps, product and/or service pricing and pricing strategies, and (vii) third-party information that the disclosing Party is obligated to keep confidential.

12.2. Use and Disclosure Restrictions. The receiving Party, or its authorized employees, agents and contractors, may only use the disclosing Party’s Confidential Information as necessary for the provision of the Services by OnePlan, or your use of the Services pursuant to this Agreement. The receiving Party shall not otherwise disclose the disclosing Party’s Confidential Information. A receiving Party must use all reasonable efforts to maintain the confidentiality of all Confidential Information of the Disclosing Party in its possession or control, but in no event less than the efforts that that the Receiving Party ordinarily uses with respect to its own proprietary or confidential information.

12.3. Exclusions. The obligations of confidentiality will not apply to any Confidential Information that is (i) publicly available, or becomes publicly available without restriction, (ii) rightfully received by the receiving Party from a third party that is not itself under an obligation to keep such information confidential, (iii) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party that are not themselves under an obligation to keep such information confidential, (iv) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party.

12.4. Compelled Disclosure. If either of us are required to disclose Confidential Information of the other pursuant to a valid order by a court or other governmental body, or as required by law, prior to any such compelled disclosure, the receiving Party will (if legally permissible to do so) promptly notify the disclosing Party of such pending compelled disclosure and allow the disclosing Party, at its sole cost and expense, to seek a protective order from such court or governmental body preventing or limiting any such disclosure.

12.5. Return. Upon written request of the disclosing Party, the receiving Party will delete, destroy or return, as appropriate, all Confidential Information of the disclosing Party.

12.6. Injunctive Relief. Both Parties acknowledge and agree that all Confidential Information of each Party is owned solely by the respective Party and that any unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to such Party, the degree of which may be difficult or impossible to ascertain and for which there may be no adequate remedy at law. The receiving Party therefore agrees that the disclosing Party will have the immediate right to seek an injunction enjoining any unauthorized disclosure of a Party’s Confidential Information, as well as the right to pursue any and all other rights and remedies available at law or in equity for any such breach. The Parties’ rights under this Agreement are cumulative, and a Party’s exercise of one right shall not act as a waiver of such Party’s right to assert any other legal cause of action or remedy.

13. Software.

13.1. Use. The terms that come with any OnePlan software associated with the Service apply to your use of that software. If no terms come with the software, you may install it on your device and use it only with the Service and in accordance with this Agreement. Your right to use the software ends when your right to use the Service terminates or expires.

13.2. Documentation. You may copy and use any documentation provided with the software for your internal reference purpose only. You will not modify or distribute any such documentation to non-subscribed third parties for any purpose.

13.3. Scope of License. Subject to your payment of all applicable fees and costs, OnePlan grants you a non-exclusive, limited, non-transferable and revocable right to access and use the software provided to you as part of the Service, solely for your internal business operations during the term of your subscription. You acknowledge to OnePlan that you will not: (a) modify, copy, or create derivative works of any software provided to you as part of the Service; (b) reverse engineer, decompile or otherwise attempt to derive the source code of any of such software; or (c) sublicense or resell access to any software made available to you by OnePlan as part of the Service, to any third party for any purpose.

13.4. Export Laws. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software.

14. Materials that OnePlan Licenses To You.

In addition to the license to any software that is provided as part of the Service, subject to your payment of all applicable fees and costs, OnePlan grants you a non-exclusive, limited, non-transferable and revocable right to access the following OnePlan materials provided to you as part of the Service:

14.1. Media Elements and Templates. You may have access to media, and templates associated with the Service. If so, you may copy and use these media and templates identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially.

14.2. Documents. You may have access to information on the Service such as white papers, knowledge-based articles, datasheets and FAQs (“Documents”). Unless otherwise specified, you may use such Documents only for informational purposes. You may not copy, distribute, modify, or make derivative works of the Documents. Educational institutions that are officially accredited under local law may download and copy the Documents for distribution only in the classroom.

14.3. Limitations. The license granted to you hereunder to use OnePlan’s media elements, templates, and documents provided with the Service does not include a license to the design or layout of the Service or any OnePlan owned, operated, licensed, or controlled website. You agree that you will not copy or retransmit any logo, graphic, sound, or image from the Service, unless OnePlan expressly permits it in writing. OnePlan and its suppliers do not warrant or guarantee that the media elements, templates, and documents are accurate and suitable for your purposes. Their inclusion with the Service is not an endorsement of them by OnePlan. Nothing available from the Service is intended to be professional advice, including but not limited to, investment, tax, or legal advice.

15. Intellectual Property Rights.

OnePlan retains all right, title and interest in and to all Intellectual Property Rights related to the Service, the software provided as part of the Service and to all Documents. As used in this Agreement, “Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, (e) software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all industrial rights, interests, and protections that are associated with any of the foregoing, however arising, in each case whether registered or unregistered.

16. OnePlan ID.

We may provide you with OnePlan ID credentials to use with the Service. OnePlan ID uses Office 365® authentication that makes it easy for you to sign in to websites. You may not use any software or hardware that reduces the number of users directly accessing or using OnePlan ID (sometimes called “multiplexing” or “pooling” software or hardware). You are solely responsible for any dealings with third-parties (including advertisers) that support OnePlan ID, including the delivery and payment for goods and services. This Agreement applies to you whenever you access or use OnePlan ID

credentials. When you use OnePlan ID to gain access to any site or service, the terms and conditions for that site or service may also apply to you. Please refer to the terms of use for each site or service that you visit.

17. Feedback.

If you give feedback about the Service to OnePlan, you give to OnePlan, without charge, the right to use, share, and commercialize your feedback in any way and for any purpose. You also give to third-parties, without charge, any patent rights needed for their products, technologies, and services to use or interface with any specific parts of a OnePlan software or Service that includes such feedback. You will not give feedback that is subject to a license that requires OnePlan to license its software or documentation to third-parties because we include your feedback in them. These rights survive this Agreement in perpetuity.

18. Our Notices to You; Your Notices to Us.

This Agreement is in electronic form. We have promised to send you certain information in connection with the Service and have the right to send you this information. There may be other information about the Service that the law requires us to send to you. We may send this information to you, and otherwise communicate with you about OnePlan, the Service, and any legal notices required to be provided to you in electronic form. You are responsible to check the email account you used during registration regularly for any communications from OnePlan.

19. No Warranty.

19.1. OnePlan makes no representation or warranty about the reliability or accuracy of the Service or the results you obtain from the Service. You understand that the security mechanisms in the Service have inherent limitations and that you are responsible for determining that the Service meets your needs.

19.2. We provide the Service “as-is,” “with all faults” and “as available.” You bear the risk of using it. To the maximum extent permitted by law, OnePlan gives no express warranties, guarantees, or conditions. You may have additional rights under your local laws that this Agreement cannot change. To the extent permitted by law, we exclude any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, and satisfactory quality.

20. Limitation of Liability.

20.1. You can only recover from OnePlan direct damages up to an amount equal to your Service charge for six (6) months preceding the date upon which any such claim arose. To the extent permitted by law, you cannot recover any other damages from the OnePlan, including consequential, lost profits, special, indirect, or incidental damages, irrespective of the nature of your claim or the action you bring.

20.2. This limitation applies to any matter related to the Service, any matter related to content that appears on the Service, including advertisements and content posted by OnePlan, you and third parties, any matter related to your data that you use with the Service, including any failures by you to back up your data, any matter related to media elements, templates, and documents licensed to you by OnePlan, any matter related to third-parties’ websites and content (including code), third-party services, third-party programs, and third-party conduct, dealings between third-parties and you, any matter related to your advertising campaigns on third-party web portals, any matter related to viruses or other disabling features that affect your access to or use of the Service, any matter related to incompatibility between the Service and other services, software, and hardware, any matter related to delays or failures you may have in initiating, conducting or completing any transmissions, transactions, or dealings with third-parties in connection with the Service, use of the Service by any third-party to whom you have given access, illegal activities by third-parties, including security breaches, and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

20.3. This limitation of liability also applies, even if this remedy does not fully compensate you for any losses, or fails of its essential purpose, or OnePlan knew or should have known about the possibility of the damages.

20.4. Some states do not allow the exclusion or limitation of incidental or consequential damages, and within those states the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country or region may not allow the exclusion or limitation of incidental, consequential, or other damages.

21. Claim Must Be Filed Within One Year.

To the extent permitted by law, any claim related to this contract or the service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This section applies to you and your successors. It also applies to OnePlan and its successors and assigns

22. Applicable Law and Place for Resolving Disputes.

California (United States) state law governs the interpretation of this Agreement and applies to claims arising under this Agreement, regardless of conflict of laws principles. You and we irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts sitting in San Diego County, State of California, for all disputes arising out of or relating to this Agreement.

23. Dispute Resolution. The Parties agree that the process for resolving any such dispute shall be as follows:

A. Informal Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each Party's position and a summary of arguments supporting such position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both Parties shall meet via video conference at a mutually acceptable time. If the matter is not resolved by negotiation pursuant to this Section, then the matter will proceed to Binding Arbitration as set forth below.

B. Binding Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by binding arbitration in San Diego County, California and administered by the American Arbitration Association (AAA) in accordance with the AAA's then current Commercial Arbitration Rules. The administrative cost of the arbitration and the arbitrator's fee shall be shared equally by the Parties. The arbitrator shall have no authority or power to amend, modify, or in any other way change any of the terms of this MSA and all decisions of the arbitrator shall be final and binding upon the Parties. Judgment on any award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

24. Contract Interpretation.

The headings of the sections of this Agreement are solely for the convenience of reference. Such headings shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement. The Parties have been afforded the opportunity to have this Agreement reviewed by their respective counsel. As a result, the Parties agree that the presumption of any laws relating to the interpretation of contracts against the drafter shall not apply, and Parties hereby waive any such presumption. This Agreement shall be deemed entered into within the state of California and to be performed within such state.

25. Assignment.

OnePlan may assign this Agreement, in whole or part, at any time without notice to you. You may also assign this Agreement, to any other party subject to the conditions of name changes and mergers and acquisitions. Any attempt to do so outside of these conditions is void.

26. Force Majeure.

Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond such Party's control including, without limitation, acts of war, terrorism, acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, or any component comprising or operating the network infrastructure thereof, epidemic, pandemic or other national or global health emergency (each, a "Force Majeure Event"), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If OnePlan is unable to provide Services for a period of thirty (30) consecutive days as a result of a continuing Force Majeure Event, either Party may elect to terminate this Agreement and any and all fees due to OnePlan shall become immediately due and payable.

27. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter hereof. There are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. You represent that in executing this Agreement, you did not rely on any inducements, promises or representations by OnePlan other than the terms specifically set forth herein.

28. Attorneys' Fees.

In any action between the Parties arising under this Agreement, the prevailing party in any such action, in addition to any judgement, award or decree, shall be entitled to receive reimbursement from the non-prevailing Party for reasonably attorneys' fees and costs incurred in any such action.