

TERMS OF USE AGREEMENT

Last updated: May 9, 2019

This Terms of Use Agreement (“Agreement”) is an agreement between you and PRPCO, dba Poor Richard’s Press (with its affiliates, “PRP”, PRPCo Services, “PRPCO”, “PRPDirect” or “we”). Please read this Agreement, the PRPCo.com Privacy Notice, the PRPCo.com Conditions of Use, and the other applicable rules, policies, and terms available at the PRPCo.com website. By using PRPCo.com Services (as defined below), you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use the PRPCo.com Services. Your use of any of the PRPCo.com Services is subject to any additional rules, policies, and terms that apply to those PRPCo Services.

For the purpose of this Agreement::

PRPCo Services encompasses all Software, Digital Content, and support and other services that we provide Product users.

“PRPCo Software” means all software we make available to you, but excludes third-party Digital Content.

“Digital Content” means digitized content (including third-party content), such as videos, apps, photos, audio, books, newspapers, magazines, and related features and functionality.

1. PRPCo Services And Software

a. Use of PRPCo Services. To use certain PRPCo Services, you must have your own PRPDirect account, be logged in to your account, and have a valid payment method associated with any purchase. All payments made via credit card will have a 3% fee added.

b. Use of the PRPCo Software. Except as provided in this section, you may use the PRPCo Software only for the purchase of authorized product. For additional terms that apply to the PRPCo Software, see the Additional PRPCo Software Terms contained in the PRPCO.com Conditions of Use and the terms contained in the Legal Stuff section of the “Contact and Info” menu of the PRPCo.com website.

2. Connectivity and Availability

a. Internet Connectivity. PRPCO.com Services may require an Internet connection from a third-party provider to use some features. In such cases, your Internet connection is subject to the fees, restrictions, terms and limitations imposed by your provider.

b. Availability. Some PRPCo Services may be unavailable, vary (by product or geography, for example), be offered for a limited time, or require separate subscriptions.

3. General

a. Information Provided to Others. You are responsible for any information you provide to others, including third-party Digital Content providers. Use of information you provide to these third parties will be subject to any privacy notice or other terms that they may provide to you.

b. Changes to PRPCo Services; Amendments. We may change, suspend, or discontinue the PRPCo Services, or any part of them, at any time without notice. We may amend any of this Agreement's terms at our sole discretion by posting the revised terms on the PRPCo.com website. Your continued use of PRPCo Services after the effective date of the revised Agreement constitutes your acceptance of the terms.

c. Termination. Your rights under this Agreement will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, PRPCo may immediately revoke your access to the PRPCo Services. PRPCo's failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of its rights.

d. Disputes/Binding Arbitration. Any dispute or claim arising from or relating to this Agreement, a Product, the Software, or the PRPCo Services is subject to the binding arbitration, governing law, disclaimer of warranties, limitation of liability, and all other terms in the PRPCo.com Conditions of Use. You agree to those terms by entering into this Agreement, or using PRPCo Services.

e. Disclaimer of Warranties and Limitation of Liability. Web software is developed and manufactured by third parties, and we have no responsibility or liability for any aspect of software except PRPDirect. Without limiting the Disclaimer of Warranties and Limitation of Liability terms in the PRPCo.com Conditions of Use, unless otherwise required by applicable law, in no event will our or our licensors' aggregate liability with respect to any claim arising from or related to this Agreement or your use of the PRPCo Services exceed Fifty Dollars (\$50.00). We make no representations or warranties, express or implied. Including warranties of merchantability of fitness for a particular purpose.

f. Contact Information. For help with PRPCo Services, Digital Content, PRPDirect Software or resolving other related issues, please contact Customer Service at info@prpco.com