plannerly

Plannerly Terms of Service

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We’re extremely pleased that you’re here!

These Terms of Service ("Terms") describe your rights and responsibilities when using services, software, and websites (the "Services") provided by Plannerly – LOD Planner, Inc. ("Plannerly"). Please read them carefully.

By accessing or using these Services, including plannerly.com, app.plannerly.com, and related sites or applications, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, please exit and do not access or use the Service.

If an individual is entering into this agreement on behalf of an organization, that organization shall be deemed the Customer hereunder, and such individual represents and warrants that they have the power and authority required to bind such organization to this agreement.

Plannerly is a platform focused on improving the way Owners, Architects, Engineers, and Contractors manage BIM (Building Information Modeling).

Plannerly makes best efforts to keep all content as accurate as possible. However, content and materials created by Plannerly are intended to represent generic systems and generic elements only and should not be relied upon for exact project-based stipulation.

Your Obligations:

You must provide accurate information when you create your Plannerly account. You are responsible for safeguarding your password and for all activities that occur under your account. You should notify Plannerly immediately if you become aware of any breach of security or unauthorized use of your account. You must comply with the acceptable use terms at all times when using the Service. You may not disassemble, decompile, or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law. Our Service is not intended for use by persons under the age of 18. By using the Service, you represent to us that you are over the age of 18.

Subscription Term and Renewals:

Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional twelve (12) month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

Fees and Payment:

All fees will be paid by Customer within thirty (30) days of invoice, unless (a) Customer is paying via Credit Card (as defined below) or (b) otherwise specified in the applicable Order Form. All fees are paid for the platform functionality and not for any of the standards or content found on the platform. Users

understand that some standards they use must be supported by other appropriate licensing. Unless specifically allowed elsewhere in these Terms, all fees are non-refundable. Rates are valid for the initial twelve (12) month period of each Subscription Term. Plannerly may adjust pricing for subsequent renewal terms with reasonable advance notice. Customer is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth. If Customer is required by Law to withhold any Taxes from Customer's payment, the fees payable by Customer will be increased as necessary so that after making any required withholdings, Plannerly receives and retains, free from any liability for payment of Taxes, an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

Payment Via Credit Card:

If you are purchasing the Services via credit card, debit card, or other payment card ("Credit Card"), the following terms apply:

Recurring Billing Authorization:

By providing Credit Card information and agreeing to purchase any Services, Customer hereby authorizes Plannerly, or its designee, to automatically charge Customer's Credit Card on the same date of each calendar month, or the closest prior date if there are fewer days in a particular month, during the Subscription Term for all fees accrued as of that date, if any, in accordance with the applicable Order Form. Customer acknowledges and agrees that the amount billed and charged each month may vary depending on the number of projects Customer has added to the Account in that period.

Foreign Transaction Fees:

Customer acknowledges that for certain Credit Cards, the issuer of Customer's Credit Card may charge a foreign transaction fee or other charges.

Invalid Payment:

If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Customer remains responsible for any amounts not remitted to Plannerly, and Plannerly may, in its sole discretion, either (i) invoice Customer directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Customer, if applicable, or (iii) terminate this Agreement.

Termination of Recurring Billing:

In addition to any termination rights set forth in this Agreement, Customer may terminate the Subscription Term by emailing hello@plannerly.com in accordance with the Subscription Term and Renewals policies.

Payment of Outstanding Fees:

Upon any termination or expiration of the Subscription Term, Plannerly will charge Customer's Credit Card, or invoice Customer directly, for any outstanding fees for Customer's use of the Services during the Subscription Term, after which Plannerly will not charge Customer's Credit Card for any additional fees.

Suspension of Service:

If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, including but not limited to any termination rights set forth herein, Plannerly reserves the right to suspend Customer's access to the applicable Service, and any related services, without liability to Customer until such amounts are paid in full.

Initial Refund Eligibility:

On first purchase, we offer a 14-day money-back guarantee.

Recurring Customer Refund Eligibility:

Refund requests must be made within 14 days of the payment received, otherwise they will be ineligible for consideration.

Refund Process:

To request a refund, the customer must contact hello@plannerly.com and provide relevant details regarding the reason for the refund request:

- Account email
- Invoice number
- Reason for refund

Each refund request will be thoroughly reviewed by our support team within a 48-hour timeframe.

We may reach out for further information or assistance to resolve any technical issues before processing the refund.

Refund Method:

Approved refunds will be issued using the original payment method used during the purchase. Refunds may take 5-10 business days to process depending on the payment processor and financial institutions involved.

Refund Processing Fee:

A 5% processing fee, with a minimum of $35, is non-refundable. This fee is charged to cover administrative costs and expenses associated with handling transactions, ensuring the smooth processing of payments, and maintaining the security and integrity of our payment systems. Regardless of the outcome or status of the transaction, the processing fee will not be eligible for a refund.

The following situations are not eligible for a refund:

- Refund requests made after the specified refund period has elapsed, being 14 days from payment.
- Refunds requested due to a change in personal or company circumstances or if the customer no longer requires the software.
- Refunds will only be considered for technical issues preventing the use of the software despite reasonable troubleshooting efforts.
- Violation of the terms and conditions of software usage by Customer.

Subscription Cancellation:

Customers have the option to cancel their monthly subscription at any time, but cancellation does not entitle them to a refund for the current billing cycle. Cancellations made between billing cycles will automatically initiate a platform downgrade at the end of the current billing cycle.

Plannerly may update its refund policy from time to time. Any updates will apply prospectively and will not affect payments already made under an active subscription term. For more information or assistance, please reach out to our support team at hello@plannerly.com.

Security:

Plannerly maintains administrative, technical, and organizational safeguards designed to protect customer data and the integrity of the Service in accordance with prevailing industry security practices.

While Plannerly implements industry-standard security measures, no system can guarantee complete security. Customers are responsible for managing user permissions, protecting account credentials, and controlling access to their accounts.

Privacy Policy:

Plannerly commits to strong and transparent privacy practices, and your privacy is important to us, so whether you're new to Plannerly or a long-time user, please take the time to get to know our practices. We've kept this simple for your understanding, but if you're not familiar with terms like "cookies" or "IP addresses," feel free to contact us as set forth below.

Users may provide personal information such as an email address, phone number, and password to create an account. Data such as log files, device identifiers, location information, financial and transaction information, user account information, user content, partner information, service information, and other data may be collected based on your use of the Services.

For Customers that purchase a paid version of the Services, our corporate affiliates and our third-party payment processors may collect and store billing address and credit card information on our behalf, or we may do this ourselves.

Plannerly may use information collected to, and by connecting with us, sharing your email, registering for a webinar, requesting a demo or updates about the product, or using the Service, you hereby consent to such use: (i) provide, administer, and improve our Services, (ii) better understand your needs and interests, (iii) fulfill requests you may make, (iv) personalize your experience, (v) provide Service announcements, (vi) provide you with further information and offers from Plannerly, Plannerly Affiliates, and our business partners, (vii) protect, investigate, and deter against fraudulent, harmful, unauthorized, or illegal activity, and (viii) connect you with our Advocate Partners in your region and/or language territory to provide you with high-quality software and implementation support.

Plannerly uses technologies like cookies, pixel tags, and web beacons to provide, monitor, analyze, promote, and improve the Service. For example, a cookie is used to remember your username or email when you return to the Service and to improve our understanding of how you interact with the Service. You can block cookies on your web browser. However, please be aware that some features of the Service may not function properly if the ability to accept cookies is disabled.

When you visit our website, cookies and similar technologies may be used by our online data partners or vendors to associate these activities with other personal information they or others have about you, including by association with your email. We may then send communications to that email. You may opt out of these communications at any time by unsubscribing or emailing hello@plannerly.com.

You may disable or block cookies by adjusting your browser preferences at any time. However, please be aware that some features of the Service may not function properly if the ability to accept cookies is disabled. We may utilize third-party service providers to provide us with analytics services and to serve advertisements on our behalf across the Internet. These parties may utilize cookies or similar technologies to gather information about your browsing activities over time and across different websites following your use of the Service.

Although we allow you control over where you share your Content and what information is included in your Profile and take reasonable steps to maintain the security of the information associated with your account, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you share your Content. While Plannerly implements security safeguards, customers are responsible for controlling access to their accounts and for managing how content is shared with other users.

You may, of course, decline to submit personally identifiable information through the Service, in which case Plannerly may not be able to provide certain services to you. You may update or correct your account information at any time by logging into your account. For questions or inquiries regarding the correction or deletion of your personally identifiable information on the Service, you may contact us at hello@plannerly.com.

Customer may agree to participate in reasonable marketing activities that promote the benefits of the Services to other potential customers and to the use of Customer's name and logo on Plannerly's website and in Plannerly promotional materials, subject to Customer's prior review and written approval. Customer agrees that Plannerly may disclose Customer as a customer of Plannerly and publish Customer quotes that promote the use of Plannerly, subject to Customer's prior review and written approval.

Acceptable Use:

All users of Plannerly Services are expected to comply with our acceptable use terms. Failure to do so may result in suspension or termination of your account. You agree not to misuse the Service. For example, you may not: use the Service for any unlawful purpose or for promotion of illegal activities; impersonate another person through the Service or otherwise misrepresent an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others; publish or post other people's private or personally identifiable information, such as credit card numbers, street address, or Social Security numbers, without their express authorization and permission; send unsolicited communications, promotions, advertisements, or spam; publish or link to malicious content intended to damage or disrupt another user's browser or computer; access, tamper with, or use nonpublic areas of the Service, Plannerly's computer systems, or the technical delivery systems of Plannerly's providers; probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure; access or search the Services by any means other than Plannerly's publicly supported interfaces, for example, "scraping"; forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive, or false

source-identifying information; interfere with or disrupt the access of any user, host, or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service; or promote or advertise products or services other than your own without appropriate authorization.

You may not post any Content on the Service that may create a risk of harm, loss, or physical or mental injury to any other person or the risk of loss or damage to any property; violates any applicable law, any intellectual property rights, or anyone's right of privacy or publicity; is defamatory, libelous, or threatening or that constitutes hate speech; or contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

Your Content:

The Service allows you to create plans, scopes, documents, and other materials (together, the "Content") and to share that Content with others. As between the parties, Customer retains all right, title, and interest in and to its Content. By uploading or submitting Content to the Service, you grant Plannerly a limited, worldwide, non-exclusive license to use, copy, reproduce, process, adapt, transmit, host, and display that Content solely for the purposes of (i) providing, maintaining, and supporting the Service, and (ii) analyzing and improving the operation, performance, and functionality of the Service. Plannerly may also generate aggregated or anonymized data derived from Customer Content for product improvement, analytics, and operational purposes, provided that such data does not identify Customer or individual users. We reserve the right to remove Content from the Service that violates these Terms or that we reasonably believe may create liability for Plannerly. If Customer chooses to publish Content in the Plannerly Templates Library, publication will occur only following Customer's explicit approval through Plannerly's review and publishing process. By approving publication, Customer grants Plannerly and other Plannerly users a license to access and use that Content within the Service.

Customer Data Ownership:

As between the parties, Customer retains all right, title, and interest in and to any data, content, models, documents, or other materials uploaded, created, or stored by Customer within the Service ("Customer Data"). Plannerly does not claim ownership of Customer Data. Plannerly will access, use, process, and store Customer Data only as necessary to provide, maintain, support, and improve the Services, and as otherwise permitted by these Terms or required by law. Plannerly may generate aggregated or anonymized data derived from Customer Data for the purpose of improving the Service, provided that such data does not identify Customer or any individual user.

Access to Your Content:

When you sign up for the Service, you associate one or more email addresses with your account. If you use an email address provided to you by a third-party entity of which you are a part, such as yourname@yourorganization.com, each an "Entity," you hereby grant that Entity and its administrator(s) permission to access, use, download, export, disclose, share, restrict, and/or remove Content that you have associated with the email address that includes their domain. You acknowledge and understand that an Entity may elect to utilize one or more third-party applications in connection with their teams' use of the Service and that, by associating Content with an email address that includes an Entity's domain, you are

granting permission to have such Content shared with such third-party application(s). You also acknowledge and understand that an Entity may restrict or terminate your access to Content associated with the email address that includes their domain.

When accessing your Content, there are three permission levels that you can grant:

Viewers:

If you decide to add a Viewer to a project on your Account, you are granting them permission to view and comment on project data, but not the ability to edit any of the project data.

Editors:

If you decide to add an Editor to a project on your Account, you are granting that person edit permissions and also access and license to reuse the Content on your project.

Managers:

If you decide to add other Managers to your Account, you are granting them permission to add, delete, or modify projects on your account.

Your Use of Third-Party Applications:

If you elect to utilize any third-party application in connection with your use of the Service, by doing so you are consenting to your Content being shared with such third-party application. To understand how such third-party application provider utilizes your Content and other information, you should review their privacy policy.

Artificial Intelligence (AI) – Generated Recommendations and Suggestions:

You acknowledge that any recommendations or suggestions generated by AI tools are for informational purposes only and do not constitute professional advice or guarantees of any kind.

Customers remain solely responsible for reviewing, validating, and approving all information, recommendations, and outputs generated through the Service before relying on them for project, contractual, regulatory, or operational decisions.

Customer agrees to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Customer will obtain all necessary consents and permissions from its customers to collect, use, and disclose their personal data to the extent necessary to provide its services, including any AI tools. Customer acknowledges that Plannerly is not responsible for any unauthorized access or use of customer data resulting from Customer's failure to comply with this section.

Plannerly and its affiliates retain all rights, title, and interest in and to any AI tools or intellectual property developed, including any modifications, improvements, or derivative works thereof. Customer may not reproduce, modify, distribute, or create derivative works based on any AI tools or intellectual property developed by Plannerly without prior written consent.

Customer agrees to defend, indemnify, and hold harmless Plannerly and its affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising from Customer's misuse of the Service, violation of these Terms, or failure to comply with applicable laws when using the Service.

To the maximum extent permitted by law, in no event shall Plannerly or its affiliates be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of any AI tools, including but not limited to loss of profits, revenue, data, or business opportunities. Customer acknowledges that Plannerly is not responsible for any errors or omissions in the AI tools or any damages resulting from reliance on such tools.

Plannerly may terminate your access to any AI tools or the Services at any time, with or without cause, in its sole discretion. Upon termination, you will immediately cease all use of any AI tools and will destroy any copies of such tools in your possession or control. If Plannerly terminates your access to any AI tools or the Services at any time, without cause, then you shall be entitled to a pro-rata refund of any pre-paid fees.

By using any AI tools or services provided by Plannerly, you agree to these terms and conditions. If you do not agree to these terms and conditions, you may not use any AI tools or services provided.

Termination:

You are free to stop using the Service at any time. Plannerly may suspend or terminate access to the Service if Customer materially breaches these Terms or uses the Service in a manner that may create legal, operational, or security risks for Plannerly or other users. Where reasonably practicable, Plannerly will provide notice and an opportunity to remedy the issue prior to termination. Plannerly may also discontinue the Service or any portion of the Service from time to time. If Plannerly permanently discontinues a paid Service during an active prepaid Subscription Term, Customer will be entitled to a pro-rata refund of any unused prepaid fees.

Intellectual Property Rights:

The Service (excluding Content provided by you, standards bodies, or other users) constitutes Plannerly's intellectual property and will remain the exclusive property of Plannerly and its licensors. Any feedback, comments, or suggestions you may provide regarding the Service are entirely voluntary. Plannerly will be free to use such feedback, comments, or suggestions for any purpose without restriction and without any obligation to you.

Modifications to the Service:

Plannerly may update or modify the Service to improve functionality, maintain security, comply with legal requirements, or enhance the overall user experience. Plannerly will use reasonable efforts to provide notice of material changes that significantly impact core functionality of the Service. Customer's continued use of the Service following such updates constitutes acceptance of the modified Service. If Customer does not agree with a material change, Customer may elect not to renew the Subscription Term at its expiration.

Indemnification:

Customer agrees to defend, indemnify, and hold harmless Plannerly and its licensees and licensors, and their employees, contractors, agents, officers, and directors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including reasonable attorneys' fees) arising from Customer's misuse of the Service, violation of these Terms, or failure to comply with applicable laws when using the Service. Customer is responsible for activities conducted under its accounts, including those performed by authorized users.

Warranty:

PLANNERLY SHALL USE REASONABLE EFFORTS CONSISTENT WITH PREVAILING INDUSTRY STANDARDS TO MAINTAIN THE SERVICES IN A MANNER WHICH MINIMIZES ERRORS AND INTERRUPTIONS IN THE SERVICES. SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY PLANNERLY OR BY THIRD-PARTY PROVIDERS, OR BECAUSE OF OTHER CAUSES BEYOND PLANNERLY'S REASONABLE CONTROL, BUT PLANNERLY SHALL USE REASONABLE EFFORTS TO PROVIDE ADVANCE NOTICE IN WRITING OR BY E-MAIL OF ANY SCHEDULED SERVICE DISRUPTION. HOWEVER, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PLANNERLY IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CONTENT THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE USE OF THE SERVICE OR FOR ANY DAMAGE OR LOSS OF DATA THAT MAY RESULT. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY APPLICATION OR SERVICE THAT PROVIDES ACCESS TO OUR SERVICE.

Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR THE INDEMNIFICATION OBLIGATIONS ABOVE IN THE "INDEMNIFICATION" SECTION, NEITHER PARTY AND ITS SUPPLIERS, INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OF PROFITS, LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND THE PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PLANNERLY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PLANNERLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Miscellaneous:

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party's failure to enforce any provision of these Terms shall be deemed a waiver of its right to do so later. This Agreement is not assignable, transferable, or sublicensable by Customer except with Plannerly's prior written consent. Plannerly may assign this Agreement without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Plannerly in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Changes to our Terms:

Plannerly may update these Terms from time to time to reflect improvements to the Service, legal requirements, or operational practices. When material changes are made, the updated Terms will be posted on this page and will apply to new subscriptions and renewal terms. Continued use of the Service after such updates constitutes acceptance of the revised Terms. For questions about these or any Plannerly terms or policies, email us at hello@plannerly.com. Thanks for reading all the way to the bottom!