

Terms of Service

Acknowledgment

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not click on the "I Accept" or "I Agree" button, do not download or do not use the Application. This Agreement takes effect when you click the "I Accept" or "I Agree" check box presented with these terms or, if earlier, when you use any of the services provided by PanTree. You represent to PanTree that you are lawfully able to enter into contracts (e.g., you are NOT a minor). You also warrant that you are not legally barred from receiving PanTree's services under U.S. Law. PanTree reserves the right to modify the Terms of Service Agreement without prior notice.

This Agreement is a legal document between You and PanTree and it governs your use of the Application made available to You by PanTree. This agreement is concluded between PanTree and You only, and not with Apple, and PanTree, not Apple, is solely responsible for the Licensed Application and the content thereof. PanTree has reviewed the usage rules for Licensed Applications as provided by the [Apple Media Services Terms and Conditions](#), last updated on September 16, 2020. This agreement does not provide for usage rules for Licensed Applications that are in conflict with, the [Apple Media Services Terms and Conditions](#).

License

Scope of License

PanTree grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by PanTree is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

You agree to exercise your rights under this Agreement only on a phone you own or control.

Third-Party Services

PanTree may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that PanTree shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PanTree does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

You further acknowledge that should PanTree's ability to utilize its Third Party services become impaired, PanTree may not be able to provide its services to you. Should this happen, PanTree is not legally liable for any data loss or inconvenience you may experience.

Third Party Beneficiary

PanTree and You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that, upon the Your acceptance of the terms and conditions of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against You as a third party beneficiary thereof.

Transferability of Rights

The rights extended to you by this Agreement are not transferable. You assume liability for any and all acts performed utilizing PanTree services under your account. If you suspect that your PanTree account has become compromised, you agree to immediately notify PanTree.

Maintenance and Support

PanTree is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. PanTree and You acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

Changes to this Agreement

PanTree reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of PanTree.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Fees and Payment

Sales

All sales are final. For subscription plans, PanTree will charge or debit your payment method at the beginning of your subscription, or, if applicable, at the end of your trial period. Billing will continue according to the cycle stated at the time of your order. All subscription plans are renewed automatically until cancellation. You may cancel at any time during your subscription according to PanTree's "Cancellation and Refund Policy" stated below. You will not be notified in advance of impending renewals.

If you elect to access any paid component of the Services, such as becoming a subscriber, you agree to pay all fees and charges associated with that paid component on a timely basis. Unless otherwise stated, all fees and charges are due and payable in advance, are non-refundable, and are exclusive of any applicable federal, state, or local taxes. All such fees and charges (including any taxes and late fees, as applicable) will be charged to the payment method you provided when you elected to access that paid component of the Services. You agree to maintain a valid payment method during the term of your use of such Services.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with, or related to your use of the Services. PanTree assumes no liability or responsibility for the payment of any charges you may incur.

Cancellation and Refund Policy

You will not be notified in advance of impending renewals. You may cancel your subscription plan to prevent future charges at any time for any reason. You will be charged for any and all use prior to cancellation. PanTree complies with the Apple subscription cancellation process. For more information visit: <https://support.apple.com/en-us/HT202039>. When you cancel, you cancel only future

charges associated with your subscription. You may cancel at any time, but the cancellation will become effective at the end of your current billing period. You will not receive a refund for the current billing cycle. You will continue to have the same access to and benefits of your PanTree account for the remainder of the current billing period.

Term and Termination

This Agreement shall remain in effect until terminated by You or PanTree. You may cancel your account and terminate this Agreement at any time and for any reason. PanTree may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from PanTree, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device. You shall be responsible for cancelling any subscriptions that may apply.

Termination of this Agreement will not limit any of PanTree's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

General Warranties

Warranties

The Application 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, PanTree, 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 Application, 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, PanTree provides no warranty or undertaking, and makes no representation of any kind that the Application 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 PanTree nor any of PanTree's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of PanTree are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Indemnification

You agree to indemnify and hold harmless Apple, PanTree and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees), due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party. PanTree is not liable for any delay or failure to perform under this Agreement where the delay or failure results from a cause beyond PanTree's reasonable control.

Advertising Content

The Services may present advertisements for or links to third party websites, products, and/or services ("Third Party Ads"). We are not responsible for the availability of these Third Party Ads, or the images, messages, or other materials contained therein. Neither PanTree nor any of its affiliates will be liable for any errors in content or omissions in any Third Party Ads, nor responsible for any losses or damages of any sort incurred as a result of your participation with, use of, or reliance on the Third Party Ads, including any goods, products, or services offered by such Third Party Ads.

Product Support

PanTree is not obligated to provide technical support under the terms of this Agreement, and provides no assurance that any specific errors or discrepancies in the Services will be corrected. PanTree may alter the availability of any feature of the Services, or impose new limitations on your use of the Services, at any time with or without notice, liability, or obligation with respect to such feature or limitation. In certain circumstances, such as in the case of a security problem, we may require you to install an update in order to continue using the Services.

In order to provide the best quality Services to all of our users, we monitor the Services to detect and prevent fraud and abuse. We may, in our sole discretion, terminate your account and your access to the Services should we determine it is associated with

fraudulent or abusive activities as it relates to the Services. Further, we reserve the right to pursue legal action in connection with fraudulent or abusive activities.

When using the Services, we may permit you to store data, content or other information for your convenience, but we are under no obligation to retain any such data, preferences, content or other information that you may have stored and will not be liable for the deletion of any such information.

Intellectual Property

This copy of PanTree and accompanying documentation is licensed and not sold. PanTree is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Merezco LLC or its subsidiaries, affiliates, and suppliers (collectively "Merezco") own intellectual property rights in the Software Product. The Licensee's ("You") license to download, use, copy or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement. In the event of any third party claim that the Licensed Application or Your possession and use of that Licensed Application infringes that third party's intellectual property rights, PanTree, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You likewise acknowledge that PanTree's business structure and server setup include trade secrets, and other proprietary technology belonging to PanTree. You agree to take no action or attempt to reverse engineer PanTree technology. You agree not to infringe the intellectual property of PanTree. Such infringement may include, but is not limited to: using PanTree's trademarks, reverse engineering PanTree's business structure or server setup, infringing one or more of PanTree's patents, etc.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of PanTree and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application or through the Application.

To the maximum extent permitted by applicable law, in no event shall Apple, PanTree 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 Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if PanTree or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

PanTree and You acknowledge that PanTree, not Apple, are responsible for addressing any claims by You or any third party relating to the Licensed Application or the end-user's possession and/or use of the Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

Any use of the services will be at your own risk. To the maximum extent permitted by applicable law, PanTree disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. PanTree makes no representations or guarantees that the services will be free from loss, destruction, damage, corruption, attack, viruses, interference, hacking, or other security intrusion, or will not contain content you deem offensive, indecent, or otherwise objectionable, and PanTree disclaims any liability relating thereto.

PanTree's cumulative liability to you or any party related to you for any losses or damages arising out of or relating to this agreement or use the services will not exceed the amount you actually paid for at issue within the six month period immediately preceding the date of your claim. This limitation applies to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, an other torts. In no event shall PanTree be liable to you or any third party for any indirect, incidental, consequential, special, exemplary or punitive damages, or loss profits, regardless of the cause of action on which they are based, even if PanTree has been advised of the possibility of such damages occurring.

Governance

If any provision of these terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of any remaining provisions.

Legal Compliance

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

Contact Us

If you have any questions about this Agreement, You can contact PanTree by visiting the website: <https://pantreeweb.com/#contactus> or sending correspondence to Merezco LLC, #1004 315 US Hwy No. 206 Suite 200, Hillsborough, NJ 08844