

# Terms of Service

All users of this Website agree that access to and use of this Website is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

## Acceptance of Agreement

You agree to the terms and conditions outlined in this Agreement with respect to your use of the Website. This Agreement constitutes the entire and only agreement between you and EasyGanttCharts.com with respect to your use of the Website. We may amend this Agreement from time to time in our sole discretion, without specific notice to you. The latest Agreement will be posted on the Website, and you should review this Agreement prior to using the Website. By your continued use of the Website, you hereby agree to all the terms and conditions contained within the Agreement effective at that time.

## Copyright

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## Disclaimer of Warranties

This Website and its Services are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, EasyGanttCharts.com disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. EasyGanttCharts.com does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. EasyGanttCharts.com does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

## Limitation of Liability

EasyGanttCharts.com shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services offered on this Website, or the performance of the services.

## **Terms and Termination**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration process. These terms and conditions, or any part of them, may be terminated by EasyGanttCharts.com without notice at any time, for any reason. EasyGanttCharts.com may at any time, without notice, in its sole discretion and without cause, terminate your right to access or use the Website, (or any portion thereof). EasyGanttCharts.com may also terminate your right to access and use the Website, or any part of the Website, if you breach any term or condition of this Agreement.

## **Notice**

EasyGanttCharts.com may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to EasyGanttCharts.com.

## **Miscellaneous**

This Agreement is personal between you and EasyGanttCharts.com and governs your use of the Website and/or any EasyGanttCharts.com service, superseding any and all prior and/or contemporaneous agreements between you and EasyGanttCharts.com. To the extent that anything in or associated with the Website and/or any EasyGanttCharts.com service is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of this Agreement.

## **Use of Site**

Harassment in any manner or form on the site, including via e-mail, note, or by use of obscene or abusive language, is strictly forbidden. You may not upload to, distribute, or otherwise publish through the Website any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the Website to solicit others to join or become members of any other commercial online service or other organization.

## **Refund Policy**

Since EasyGanttCharts.com is a month-to-month, pay-as-you-go service, we don't provide refunds. You are billed for the service every 30 days. Once you cancel, you will not be charged again, but you are responsible for any charges already incurred.

## **Participation Disclaimer**

EasyGanttCharts.com does not and cannot review all communications and materials posted to or created by users accessing the Website, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, EasyGanttCharts.com is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, EasyGanttCharts.com reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to EasyGanttCharts.com in its sole discretion.

## **Indemnification**

You agree to indemnify, defend, and hold harmless EasyGanttCharts.com, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your Internet account.

## **Third-Party Links**

In an attempt to provide increased value to our visitors, EasyGanttCharts.com may link to websites operated by third parties. However, even if the third party is affiliated with EasyGanttCharts.com, EasyGanttCharts.com has no control over these linked websites, all of which have separate privacy and data collection practices, independent of EasyGanttCharts.com. These linked websites are only for your convenience and therefore you access them at your own risk. Nonetheless, EasyGanttCharts.com seeks to protect the integrity of its Website and the links placed upon it and therefore requests any feedback on not only its own Website, but for websites it links to as well (including if a specific link does not work).