

# Ink Buddy Terms of Service

*Last updated: **September 1, 2024***

From everyone at Ink Buddy, LLC, thank you for using our products! We build them to help you do your best work. Because we don't know every one of our customers personally, we have to put in place some Terms of Service to help keep the ship afloat.

When we say "Company", "we", "our", or "us" in this document, we are referring to [Ink Buddy, LLC](#).

When we say "Services", we mean our websites, including ink-buddy.com and any product created and maintained by Ink Buddy, LLC whether delivered within a web browser, desktop application, mobile application, or another format.

When we say "You" or "your", we are referring to the people or organizations that own an account with one or more of our Services.

We may update these Terms of Service ("Terms") in the future. When you use our Services, now or in the future, you are agreeing to the latest Terms. There may be times where we do not exercise or enforce a right or provision of the Terms; however, that does not mean we are waiving that right or provision. **These Terms do contain a limitation of our liability.**

If you violate any of the Terms, we may terminate your account. That's a broad statement and it means you need to place a lot of trust in us. We do our best to deserve that trust by being open about who we are, how we work, and keeping an open door to your feedback (**support@ink-buddy.com**).

## Account Terms

1. You are responsible for maintaining the security of your account and password and for ensuring that any of your users do the same. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. We recommend all users set up **two-factor authentication** for added security. In some of our Services, we may require it.
2. You may not use the Services for any purpose outlined in our **Use Restrictions policy**, and you may not permit any of your users to do so, either.
3. You are responsible for all content posted to and activity that occurs under your account, including content posted by and activity of any users in your account.
4. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.

## Payment, Refunds, and Plan Changes

1. If you are using a free version of one of our Services, it is really free: we do not ask you for your credit card and — just like for customers who pay for our Services — we do not sell your data.
2. For paid Services that offer a free trial, we explain the length of trial when you sign up. After the trial period, you need to pay in advance to keep using the Service. If you do not pay, we will freeze your account and it will be inaccessible until you make payment. If your account has been frozen for a while, we will queue it up for auto-cancellation. See our **Cancellation policy** for more details.
3. If you are upgrading from a free plan to a paid plan, we will charge your card immediately and your billing cycle starts on the day of upgrade. For other upgrades or downgrades in plan level, the new rate starts from the next billing cycle.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where required, we will collect those taxes on behalf of the taxing authority and remit those taxes to taxing authorities. See our **Taxes policy** for more details. Otherwise, you are responsible for payment of all taxes, levies, or duties.
5. We process refunds according to our **Fair Refund policy**.

## Cancellation and Termination

1. You are solely responsible for properly canceling your account. Within each of our Services, we provide a simple no-questions-asked cancellation link. You can find instructions for how to cancel your account in our **Cancellation policy**. An email or phone request to cancel your account is not automatically considered cancellation. If you need help canceling your account, you can always contact our Support team ([support@ink-buddy.com](mailto:support@ink-buddy.com)).
2. All of your content will be inaccessible from the Services after your billing period expires. Within 30 days, all content will be permanently deleted from active systems and logs. Within 60 days, all content will be permanently deleted from our backups. We cannot recover this information once it has been permanently deleted. If you want to export any data before your account is canceled, we've provided instructions in our **FAQ page**.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect on the last day of your current billing period, and you will not be charged again. We do not automatically prorate unused time in the last billing cycle. See our **Fair Refund policy** for more details.
4. We have the right to suspend or terminate your account and refuse any and all current or future use of our Services for any reason at any time. Suspension means you and any other users on your account will not be able to access the account or any content in the account. Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. We also reserve the right to refuse the use of the Services to anyone for any reason at any time. We have this clause because statistically speaking, out of the hundreds of thousands of

accounts on our Services, there is at least one doing something nefarious. There are some things we staunchly stand against and this clause is how we exercise that stance. For more details, see our **Use Restrictions policy**.

5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of a Company employee or officer will result in immediate account termination.

### **Modifications to the Service and Prices**

1. We make a promise to our customers to support our Services for as long as financially viable. That means when it comes to security, privacy, and customer support, we will continue to maintain any legacy Services. Sometimes it becomes technically impossible to continue a feature or we redesign a part of our Services because we think it could be better or we decide to close new signups of a product. We reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with or without notice.
2. Sometimes we change the pricing structure for our products. When we do that, we tend to exempt existing customers from those changes. However, we may choose to change the prices for existing customers. If we do so, we will give at least 30 days notice and will notify you via the email address on record. We may also post a notice about changes on our websites or the affected Services themselves.

### **Uptime, Security, and Privacy**

1. Your use of the Services is at your sole risk. We provide these Services on an “as is” and “as available” basis. We do not offer service-level agreements for any of our Services.
2. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other customers of the Services. Of course, we’ll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.
3. We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted. Please refer to our **Security Overview** for full details.
4. When you use our Services, you entrust us with your data. We take that trust to heart. You agree that Ink Buddy, LLC may process your data as described in our **Privacy Policy** and for no other purpose. We as humans can access your data for the following reasons:
  - **To help you with support requests you make.** We’ll ask for express consent before accessing your account.
  - **On the rare occasions when an error occurs that stops an automated process midway through.** We get automated alerts when such errors occur. When we can fix the issue and restart automated processing without looking at any personal data, we do. In rare cases, we have to look at a minimum amount of personal data to fix the issue. In these rare cases, we aim to fix the root cause to prevent the errors from recurring.

- **To safeguard Ink Buddy, LLC.** We'll look at logs and metadata as part of our work to ensure the security of your data and the Services as a whole. If necessary, we may also access accounts as part of an **abuse report investigation**.
  - **To the extent required by applicable law.** As a US company with all data infrastructure located in the US, we only preserve or share customer data if compelled by a US government authority with a legally binding order or proper request under the Stored Communications Act, or in limited circumstances in the event of an emergency request. If a non-US authority approaches Ink Buddy, LLC for assistance, our default stance is to refuse unless the order has been approved by the US government, which compels us to comply through procedures outlined in an established mutual legal assistance treaty or agreement mechanism. If Ink Buddy, LLC is audited by a tax authority, we only share the bare minimum billing information needed to complete the audit.
5. We use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.
  6. Under the California Consumer Privacy Act ("CCPA"), Ink Buddy, LLC is a "service provider", not a "business" or "third party", with respect to your use of the Services. That means we process any data you share with us only for the purpose you signed up for and as described in these Terms, the **Privacy policy**, and **other policies**. We do not retain, use, disclose, or sell any of that information for any other commercial purposes unless we have your explicit permission. And on the flip-side, you agree to comply with your requirements under the CCPA and not use Ink Buddy's Services in a way that violates the regulations.
  7. These Terms incorporate the **Ink Buddy, LLC Data Processing Addendum ("DPA")** when the EU General Data Protection Regulation ("GDPR") or United Kingdom General Data Protection Regulation ("UK GDPR") applies to your use of Ink Buddy, LLC Services to process Customer Data as defined in the DPA. The DPA supersedes any previously agreed data processing addendum between you and Ink Buddy, LLC relating to your use of Ink Buddy, LLC Services.

## Copyright and Content Ownership

1. All content posted on the Services must comply with U.S. copyright law.
2. You give us a limited license to use the content posted by you and your users in order to provide the Services to you, but we claim no ownership rights over those materials. All materials you submit to the Services remain yours.
3. We do not pre-screen content, but we reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.
4. The Company or its licensors own all right, title, and interest in and to the Services, including all intellectual property rights therein, and you obtain no ownership rights in the Services as a result of your use. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company. You must request permission to use the Company's logos or any Service

logos for promotional purposes. Please email us ([support@ink-buddy.com](mailto:support@ink-buddy.com)) requests to use logos. We reserve the right to rescind any permissions if you violate these Terms.

5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission of the Company.

## **Features and Bugs**

We design our Services with care, based on our own experience and the experiences of customers who share their time and feedback. However, there is no such thing as a service that pleases everybody. We make no guarantees that our Services will meet your specific requirements or expectations.

We also test all of our features extensively before deploying them. As with any software, our Services inevitably have some bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

## **Services Adaptations and API Terms**

We offer Application Program Interfaces ("API"s) for some of our Services. Any use of the API, including through a third-party product that accesses the Services, is bound by these Terms plus the following specific terms:

1. You expressly understand and agree that we are not liable for any damages or losses resulting from your use of the API or third-party products that access data via the API.
2. Third parties may not access and employ the API if the functionality is part of an application that remotely records, monitors, or reports a Service user's activity both inside and outside the applications. The Company, in its sole discretion, will determine if an integration service violates this bylaw. A third party that has built and deployed an integration for the purpose of remote user surveillance will be required to remove that integration.
3. Abuse or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your account's access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. If we need to suspend your account's access, we will attempt to warn the account owner first. If your API usage could or has caused downtime, we may cut off access without prior notice.
4. We are not liable or accountable for any third-party integrations.

## Liability

We mention liability throughout these Terms but to put it all in one section:

***You expressly understand and agree that the Company shall not be liable, in law or in equity, to you or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to these Terms or the Services, whether as a breach of contract, tort (including negligence whether active or passive), or any other theory of liability.***

In other words: choosing to use our Services does mean you are making a bet on us. If the bet does not work out, that's on you, not us. We do our darnedest to be as safe a bet as possible through careful management of the business; investments in security, infrastructure, and talent; and in general **giving a damn**. If you choose to use our Services, thank you for betting on us.

If you have a question about any of these Terms, please email ([support@ink-buddy.com](mailto:support@ink-buddy.com)).

## Taxes

Taxes are an important part of functional society. Where our products are taxable, we collect and remit consumption tax to governments at the local, state, and/or federal levels. If your billing address is in one of the following jurisdictions, you'll see an *additional* line item on your invoice for sales tax or VAT. The subscription prices on our product websites are all exclusive of sales tax and VAT.

The tax rate and rules are determined by each jurisdiction and sometimes vary by whether you are using our products for business/commercial or personal purposes. As regulations change, we will update this list.

### Jurisdictions we collect and remit taxes for

#### Within the US

We collect sales tax from our websites including ink-buddy.com and any product created and maintained by Ink Buddy, LLC whether delivered within a web browser, desktop application, mobile application, or another format customers based in:

- Alaska (only **certain jurisdictions** charge sales tax)
- Arizona
- Chicago (Illinois)

- Connecticut
- District of Columbia
- Hawaii
- Iowa
- Kentucky
- Massachusetts
- New Mexico
- Ohio
- Pennsylvania
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Washington
- West Virginia

Each US state has their own sales tax exemption rules. If your organization is tax-exempt, please share your *state-specific* tax exemption documentation with us. Because not all US federal exemptions are recognized by each state, an IRS tax exemption letter is not enough.

### **Within the EU**

We collect VAT on any direct-to-consumer sales to EU-based customers.

- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czechia
- Denmark

- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Poland
- Portugal
- Romania
- Sweden
- Slovakia
- Slovenia
- Spain
- United Kingdom

**Within Canada**

We collect GST/HST (and PST where applicable) on sales to Canadian customers based in:

- Alberta
- British Columbia (+ PST)
- Manitoba
- New Brunswick
- Newfoundland and Labrador
- Northwest Territories



- Nova Scotia
- Nunavut
- Ontario
- Prince Edward Island
- Quebec
- Saskatchewan
- Yukon

### **Updating your billing address**

If you need to change your billing information because you don't actually reside in a taxable jurisdiction, you can easily handle that within your accounts. You may need to re-enter your credit card information as part of the billing address update.

### **We're here to help**

Please contact our Support team ([support@ink-buddy.com](mailto:support@ink-buddy.com)) if you have trouble or if:

- you believe you're being charged in error.
- your organization is tax exempt or has a VAT identification number. Alongside your tax exempt certification or VAT identification number, please include organization name when you email us.
- you have any additional questions.

### **Who owns an Ink Buddy account?**

Ink Buddy accounts are owned by individuals, not by organizations. When you sign up and create a Ink Buddy account, you are the owner of that account and all the data in it. Our legal responsibility is to the account owner(s), so we won't let other people take over your account without your permission.

### **What can account owners do?**

Account owners can:

- **Access and export all data in an account:** account owners can add themselves to any Team or Project and view everything in the account. As an account owner, you can also export data from your Ink buddy account data at any time. These exports function include everything already accessible to you in your Ink Buddy account. The exports do not include website interaction logs for any account users and we do not provide such meta-data to account owners. For more details, please read our **Privacy policy**, which outlines what meta-data we collect and for what purposes.

- **Manage all aspects of the account's subscription:** including updating billing information; adding more users and account administrators; and canceling an account.
- **Designate other account owners:** Ink Buddy accounts can have multiple owners. We recommend designating other owners you trust, so that updates can be made to the account when you're not available.

### **Designating other people as owners**

When you designate someone else as an account owner, they will have the same power to add and remove other owners (including you) at any time.

Adding a new owner to the account (or being removed as an owner) does not remove the credit card from the account. Please contact support ([support@ink-buddy.com](mailto:support@ink-buddy.com)) if you'd like to change account ownership or remove the card from the account before you add a new owner with the intent of being removed as an owner yourself.

### **What happens when none of the current account owners are available?**

It happens — people switch jobs, get laid off, go on extended leave — the account owner(s) may be unavailable for any number of reasons. Still, our obligation is to the current account owner(s). That means we're unable to add new owners to the account without permission from a current account owner, communicated from the email address we have on file.

If the account has been frozen due to non-payment for less than a week, we'll be glad to thaw the account for a week or so, so people can access their work in the meantime.

The quickest route to add a new owner is often to contact a current account owner, and ask them to contact support.

Otherwise, we can also gladly reach out to any current account owners at the email addresses we have on file, and request permission to add an owner. If it's a company address and another employee has access to the inbox, the person who receives the email can grant permission to add a new owner. For security's sake, permission must come from an address we have on file for a current account owner.

When none of the above is an option, a court order is required to add another owner to the account. We will of course readily comply with any court orders to turn data over to the appropriate party.

### **What if I have another question about ownership?**

Ink Buddy may update this policy once in a blue moon — we'll notify you about significant changes by emailing the account owner or by placing a prominent notice on our site. You can access, change or delete your personal information at any time by contacting Ink Buddy support ([support@ink-buddy.com](mailto:support@ink-buddy.com)).

Questions about this account ownership policy? Please get in touch with our support and we'll be happy to answer them!

## **Copyright Infringement Claims**

### **Notification of Copyright Infringement Claims**

Making original work is hard! As described in our **Use Restrictions policy**, you can't use Ink Buddy products\* to make or disseminate work that uses the intellectual property of others beyond the bounds of fair use.

Are you a copyright owner? Under the Digital Millennium Copyright Act (17 U.S.C. § 512), you have the right to notify us (Ink Buddy, LLC) if you believe that an account user of any product we built and maintain has infringed on your work(s) as copyright owner. To be effective, the notification of claimed infringement must be written. Please include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work(s) claimed to have been infringed. If there are multiple, please share a representative list of those works.
- A way for us to locate the material you believe is infringing the copyrighted work.
- Your name and contact information so that we can get back to you. Email address is preferred but a telephone number or mailing address works too.
- A statement that you, in good faith, believe that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Digital Millennium Copyright Act ("DCMA") Counter-notifications**

On the flip-side, if you believe your material has been removed in error, you can file a written counter-notification. Please include the following information:

- A physical or electronic signature, or the signature of the person authorized to act on your behalf.
- A description of the material that was removed.
- A description of where the material appeared in Ink Buddy products prior to their removal.
- Your name and contact information so that we can get back to you. Email address is preferred but a telephone number or mailing address works too.
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, in the Virginia (where Ink Buddy is located).

- A statement that you will accept service of process from the person who filed the original DMCA notice or an agent of that person. (In other words, you've designated that person to receive documents on your behalf.)

### **Where to Send Notices**

You can notify us of either copyright infringement claims or DCMA counter-notifications through either of the following channels:

**By email:** support@ink-buddy.com

**By mail:** Ink Buddy, LLC 7857 Heritage Dr, Suite 330, Annandale, VA 22003

*\*This policy and process applies to any product created and owned by Ink Buddy, LLC.*

### **How to manage the Ink Buddy account of someone who is incapacitated or has died**

First, we are so sorry. Managing administrative aspects is often the last thing you may want to do under these circumstances. We've tried to set up a process that makes managing your loved one's Ink Buddy account as smooth as possible while also honoring the privacy and security obligations we have to our customers.

**If you just want to stop the account from being billed and do not need access to any data**, the fastest way to do this is by canceling the associated credit card directly via the credit card company.

**If you have the login credentials of the account**, you can manage billing, export data, and cancel an account through the Account & Billing page. You can access the Account & Billing page via the Me menu.

**If you do not have login credentials but do have legal authority to manage someone's affairs**, we will still try to help. However, please know in advance that we cannot provide login credentials. The following process may take anywhere from 4-7 days as we go through verification steps. To get started, please email **support@ink-buddy.com** with:

- Legal documents proving your designated role in managing this person's affairs. Acceptable documents include: a copy of a fully-executed Power of Attorney; or a copy of an official Death Certificate *and* one of the following: a) a copy of a will or trust document naming you as executor or beneficiary; b) a marriage certificate if you are a surviving spouse; c) a birth certificate if you are their parent or proof of guardianship for legal guardians.
- The email address of your loved one
- A few pieces of information to help with the verification process:
  - If the name on the legal documents do not match the name we have on record for the account owner, we'll need some sort of proof that the document is for the same individual

- A photograph showing the following things in the same picture: 1. a photo selfie showing your face; 2. a picture of your Government Issued ID (Passport, Drivers License, etc...) next to your face; 3. a piece of paper with "Verification for Ink Buddy" and today's date
- The region and postal code likely used for the person's billing address
- The last four numbers of the credit card likely used to pay for the person's account

If we are able to successfully verify the information you have shared, we will email the account in question with a notification and option to dispute the request.

After 72 hours, if we do not receive a dispute response, we'll be able to help with the following:

- Cancelling the account, which will lead to deleting the account data. Please refer to our **Cancellation policy** for more information.
- Providing an export of the account contents.

We delete all information shared with us for verification purposes immediately after we finish the verification process.

### **Still have a question?**

Please get in touch with our support team ([support@ink-buddy.com](mailto:support@ink-buddy.com))

# Ink Buddy Use Restrictions

## Restricted purposes

When you use any of Ink Buddy, LLC's Services, you acknowledge that you may not:

- Collect or extract information and/or user data from accounts which do not belong to you.
- Circumvent, disable, or otherwise interfere with security-related features of the Services.
- Trick, defraud, or mislead us or other users, including but not limited to making false reports or impersonating another user.
- Upload or transmit (or attempt to upload or to transmit) viruses or any type of malware, or information collection mechanism, including 1×1 pixels, web bugs, cookies, or other similar devices.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or the Services connected.
- Harass, annoy, intimidate, or threaten others, or any of our employees engaged in providing any portion of the Services to you.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use the Services in a manner inconsistent with any applicable laws or regulations.

Accounts found to be in violation of any of the above are subject to cancellation without prior notice.

## How to report abuse

Violations can be reported by emailing **support@ink-buddy.com** and should include detailed information about the account, the content or behavior you are reporting, and how you found it, including URLs or screenshots. If you need a secure file transfer, let us know and we will send you a link. We will not disclose your identity to anyone associated with the reported account.

## How we handle abusive usage

*Last updated: **September1, 2024***

We build our products\* to give teams a better way to work. We are proud of that purpose and trust that our customers use our products for appropriate endeavors.

Sometimes, though, we discover potential abusive usage as detailed in our Use Restrictions policy. When that happens, we investigate using the following guiding principles and process.

## Guiding Principles

### Human oversight

Who's "we", you ask? It's us: folks from the Ink Buddy team. Our internal abuse oversight committee includes our executives and representatives from departments across the company. On rare occasions for particularly sensitive situations or if legally required, we may also seek counsel from external experts.

### **Balanced responsibilities**

We have an obligation to protect the privacy and safety of both our customers and the people reporting issues to us. We do our best to balance those responsibilities throughout the process.

### **Focus on evidence**

We base our decisions on the evidence available to us: what we see and hear account users say and do. We document what we observe and ask whether that observable evidence points to a restricted use.

### **Process**

Every case goes through the same general process:

1. Discovery
2. Investigation
3. Decision, sometimes with right to an appeal

### **How do we discover potential abuse?**

From our experience, we learn about potential abuse because:

- Someone alerts us. We give abuse reports our full care and attention. Our Support team also responds to every question or comment that comes in. If we notice anything in those emails that points to a violation, we will look into it.
- We notice an anomaly in our business operations monitoring. We monitor a range of things about our products, like signup volume and error rates of web requests. If we see something weird with those numbers, we get to the bottom of it.
- We stumble upon public web content that links an individual or organization to a Ink Buddy product. We aren't scouring the Internet looking for those links, but if we do come across any, we check them out.

This list is not exhaustive; there are always edge cases. We will update the list if we find regular new avenues.

### **How do we investigate?**

We focus on the evidence:

- Language and imagery used by users on the account
- Evidence of account users' power and/or ability to act on spoken claims

- Publicly available information about account users

We strive to balance privacy and safety for all those involved:

- We make every effort to complete our investigations without accessing a customer account. For instance, if there are screenshots or public documents available, we review those. We also consider whether it is appropriate to involve the account owner in a given investigation and seek additional evidence from them.
- As we review the evidence, we look for indications of existing negative impact. We also assess the severity of any potential negative impact, regardless of intent. When relevant, we look for and follow available guidelines from expert institutions.
- If we cannot come to a fair assessment from the information available, we may decide to access a customer account without notice. We do not make this decision lightly. Customer privacy is a big deal to us and we only pursue this course of action if the evidence we have already is very concerning, but not definitive.

While some violations are flatly obvious, others are subjective, nuanced, and difficult to adjudicate. We give each case adequate time and attention, commensurate with the violation, criticality, and severity of the charge.

### **What happens if someone really broke the rules?**

We will terminate an account without advance notice if there is evidence it is being used for a restricted purpose that has, is, or will cause severe harm. If applicable, we will also report the incident to the appropriate authorities.

For other cases, we'll take a case-by-case approach to clear things up.

Further, as a small, privately owned independent business that puts our values and conscience ahead of growth at all costs, we reserve the right to deny service to anyone we ultimately feel uncomfortable doing business with.

### **Can you appeal a decision?**

If we terminate an account without notice, the decision is final.

For other cases, we will consider good faith appeals sent to **support@ink-buddy.com** by the account owner within 14 calendar days.



## **Ink Buddy Cancellation Policy**

*Last updated: **September 1, 2024***

We want satisfied customers, not hostages. That's why we make it easy for you to cancel your account directly in all of our apps — no phone calls required, no questions asked.

Our legal responsibility is to account owners, which means we cannot cancel an account at the request of anyone else. If for whatever reason you no longer know who the account owner is, contact us (**support@ink-buddy.com**). We will gladly reach out to any current account owners at the email addresses we have on file.

### **What happens when you cancel an account?**

You won't be able to access your account once you cancel, so make sure you download everything you want to keep beforehand. Your account will become inaccessible at the end of your current paid up billing cycle. You can also choose to cancel your account earlier.

We'll permanently delete the content in your account from our servers 60 days after cancellation, and from our backups within 90 days. Retrieving content for a single account from a backup isn't possible, so if you change your mind you'll need to do it within the first 30 days after cancellation.

### **Content can't be recovered once it has been permanently deleted.**

We won't bill you again once you cancel. We don't automatically prorate any unused time you may have left but if you haven't used your account in months or just started a new billing cycle, contact us (**support@ink-buddy.com**) for a fair refund. We'll treat you right.

### **Ink Buddy-initiated cancellations**

We may cancel accounts if they have been inactive for an extended period:

- For trial accounts: 30 days after a trial has expired without being upgraded
- For frozen accounts: 90 days after being frozen due to billing failures
- For free accounts: after 90 days of inactivity

We also retain the right to suspend or terminate accounts for any reason at any time, as outlined in our **Terms of Service**. In practice, this generally means we will cancel your account without notice if we have evidence that you are using our products to engage in abusive behavior.