# **Terms and Conditions**

Welcome to penny-planner.eu!

These Terms and Conditions set out the rules and regulations governing the use of PennyPlanner's website located at https://www.penny-planner.eu/.

We assume that by accessing the website you accept the terms and conditions in their entirety. Please do not continue to use penny-planner.eu unless you agree to all of the terms and conditions set forth on this page.

### **Cookies:**

The website uses cookies to personalize your online experience. By continuing to access penny-planner.eu, you agree to the use of cookies.

A cookie is a text file that is placed on your hard drive by a web server. Cookies cannot run programs or transmit viruses to your computer. They contain a unique identifier and can only be read by the web server of the domain that stored the cookie on your computer.

We use cookies for a variety of purposes including analytics and personalized marketing communications to improve the usability of our website. You have the option to decline optional cookies. However, some cookies are strictly necessary for the proper functioning of our website. Such technically necessary cookies must always be activated and therefore do not require consent. Please note that by accepting necessary cookies, you also accept third-party providers on our website, such as e.g. using an integrated video display window.

#### License:

Unless otherwise stated, PennyPlanner and/or its licensors own the intellectual property rights in all material on penny-planner.eu. All intellectual property rights are reserved. You may view and/or print pages from penny-planner.eu for your personal use, subject to the restrictions set out in these Terms and Conditions.

The following is prohibited:

- Publishing material from penny-planner.eu
- Selling, renting, or sub-licensing material from penny-planner.eu
- Reproduction, duplication, or copying of material from penny-planner.eu
- Redistribution of content from penny-planner.eu

This agreement is effective as of today's date.

In certain areas of this website, users have the opportunity to leave comments for exchanging opinions and information. Such user comments are not reviewed, filtered, edited, or disseminated prior to their posting on the PennyPlanner website. User comments reflect the personal opinion of the respective author only and do not correspond to the views and beliefs of PennyPlanner, its legal representatives, and/or distributors. Unless otherwise regulated by law, PennyPlanner assumes no liability for user comments or any claims for damage and/or costs that may arise as a result of the appearance of corresponding user comments on the website.

PennyPlanner reserves the right to review and possibly remove any comments if they may be deemed inappropriate, offensive, or in violation of the Terms and Conditions.

You hereby represent and agree that:

- You have the necessary permissions, licenses, and consents that may be required to post comments on our website;
- Your comments will not infringe any intellectual property or other proprietary rights, such as copyrights, patents, or trademarks of any third party;
- Your comments will not contain abusive, defamatory, indecent, inappropriate, or otherwise unlawful material which is an invasion of privacy;
- Your comments are not intended to solicit or promote any business, customer-oriented, commercial activity, or illegal activity;

You hereby grant PennyPlanner a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit your comments in any and all forms, formats, or media.

# **Linking our content:**

The following institutions may create a link to our website without prior written consent:

- Government authorities;
- Search engines;
- News agencies;
- Online directories are allowed to link to our website in their listing in the same way as other companies listed there.
- Accredited companies. Excludes advertising nonprofits, charity shops, and fundraisers that raise money for charities. These may not link to our website.

These organizations may establish a link to our home page, publications or other information on the website provided the link: (a) is not in any way misleading; (b) does not erroneously imply sponsorship, endorsement, or approval of the linking party or its products and/or services; and (c) is appropriate to the context of the linked website.

Link requests from the following types of organizations may be considered and approved:

- Well-known consumer and/or business information sources;
- dot.com community websites;
- Associations or other entities representing charities;
- Online directories:
- Internet portals;
- Accounting, legal and consulting firms and
- Educational institutes and trade associations.

We will approve link requests from such organizations provided that: (a) the link does not adversely affect us or our accredited business; (b) there has never been a history of disagreements with the organization; (c) the advantages of the visibility of the links outweigh the lack of naming of PennyPlanner and (d) the link is in the context of general resource information.

These organizations may link to our home page provided the link: (a) is not in any way misleading; (b) does not misleading; (b) does not imply sponsorship, endorsement, or approval of the linking party or its products, and/or services; and (c) is appropriate to the context of the linked website.

If you are one of the organizations listed in point 2 and are interested in linking to our website, please email us at contact@penny-planner.eu with your name, organization name, contact details, website URL, the list of all URLs from which you wish to link to our website and the list of all URLs on our website to which you wish to link. We will aim to reply to you within 2 to 3 weeks.

Organizations that receive permission may link to our website as follows:

- Using our company name or
- Using the Uniform Resource Locator (URL) to link to or
- Using other descriptions of our website or the linked materials linked to in a way that the
  descriptions are appropriate to the context and content on the linked website.

Neither the logo of PennyPlanner nor other graphic elements may be used for linking without a license agreement for the use of the trademark.

## **Liability for content:**

We accept no liability for any content that appears on your website. You hereby agree to hold us harmless from any and all claims made on your website. No links may appear on any website whose content may be deemed defamatory, obscene, criminal, or violate, infringe or otherwise advocate infringement and violation of the rights of third parties.

## **Reservation of rights:**

We reserve the right, at any time and in our sole discretion, to request that you remove all links or any particular link to our website. You agree to comply promptly with any such request and to remove all links to our website immediately. We also reserve the right to change the Terms and Conditions and the Linking Policy at any time. By continuing to link to our website, you agree to the linking policies in these Terms and Conditions. By continuing to link to our website, you agree to be bound by and comply with these linking Terms and Conditions.

#### Removal of links from our website:

Please contact us at any time if you consider a link on our website or a linked website to be inappropriate for any reason. Requests for link removal will be considered by us, but we are not obligated to honor them or respond directly to requests.

We do not warrant the completeness or accuracy of the information on this website, nor that the website will remain available and that the material on the website will be kept up to date.

#### Disclaimer:

To the fullest extent permitted by applicable law, we exclude all representations, warranties, and conditions in connection with our website and the use of this website. Nothing in this disclaimer is intended to:

- Limit or exclude our or your liability for death or personal injury resulting from negligence;
- Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- Limit our or your liability in a manner not permitted by applicable law or
- Exclude any of our or your liabilities that cannot be excluded under applicable law.

The limitations and exclusions of liability set forth in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) apply to all liabilities arising out of or relating to the subject matter of this disclaimer, including liabilities in contract, tort, and for breach of statutory duty.

As long as the website and the information and services on this website are provided free of charge, we accept no liability for loss or damage of any kind.