

Terms and Conditions

Agreement between User and replied.app Welcome to replied.app. The replied.app website (the "Site") is comprised of various web pages operated by REPLIED.APP LLC. replied.app is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of replied.app constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

replied.app is an E-Commerce Site.

The purpose of this site is to provide a wedding planning service that allows users to gather their RSVP replies automatically via text message. The cost of the service is based on number of wedding guests.

Privacy Your use of replied.app is subject to REPLIED.APP LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

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Children Under Thirteen REPLIED.APP LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use replied.app only with permission of a parent or guardian.

Cancellation/Refund Policy If you are unsatisfied with our product you may request a refund at any time.

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Indemnification You agree to indemnify, defend and hold harmless REPLIED.APP LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. REPLIED.APP LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with REPLIED.APP LLC in asserting any available defenses.

Arbitration In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and REPLIED.APP LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and REPLIED.APP LLC as a result of this agreement or use of the Site. REPLIED.APP LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of REPLIED.APP LLC's right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by REPLIED.APP LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and REPLIED.APP LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and REPLIED.APP LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms REPLIED.APP LLC reserves the right, in its sole discretion, to change the Terms under which replied.app is offered. The most current version of the Terms will supersede all previous versions. REPLIED.APP LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us REPLIED.APP LLC welcomes your questions or comments regarding the Terms:

REPLIED.APP LLC

Effective as of June 06, 2018