

## **Thrivner Planner EULA and Privacy Policy / Last revised September 14, 2024**

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### **END-USER LICENSE AGREEMENT (EULA)**

This End-User License Agreement (EULA) is a legal agreement between you (either as an individual or on behalf of an entity) and THRIVNER, INC. (“Thrivner”) regarding your use of Thrivner Planner, related software, and associated documentation (the “Software”). YOUR USE OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS EULA.

#### **Summary**

You must accept the terms of this EULA to use this Software.

This Software automatically communicates with servers for many reasons including, but not limited to: (a) receiving and installing updates; (b) sending error reports; and/or (c) sending anonymized usage information.

This Software is provided “as-is” with no warranties, and Thrivner is not liable for anything that happens or anything you do with it.

#### **The Agreement**

By using the Software, you accept and agree to be bound by the terms of this EULA. If you do not agree to all of the terms of this EULA, you may not use the Software.

The Software is offered subject to acceptance of all of the terms and conditions of this EULA, as well as any other operating rules, policies, and procedures that Thrivner may publish from time to time in connection with the Software. Additionally, some services offered through the Software may be subject to additional terms and conditions set by Thrivner; if you use such services, you must comply with those additional terms and conditions which are incorporated into this EULA. Thrivner reserves the right, in its sole discretion, to refuse access to or use of the Software to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law, and access to the Software is revoked in such jurisdictions. By using the Software, you also consent to our Privacy Policy, which describes how we handle the information you provide to us when you use the Software. For an explanation of our privacy practices, please visit our Privacy Policy located below.

Thrivner, at its sole discretion, reserves the right to modify, replace, or change any of the terms of this EULA at any time. This includes changing, suspending, or discontinuing any features, databases, or content available on the Software. Thrivner may also impose limits on certain features and services or restrict your access to parts or all of the Software without prior notice. It is your responsibility to check the EULA periodically for changes and your continued use of the Software after such changes have been posted constitutes acceptance of those changes.

It is important that you keep your account password confidential and that you do not disclose it to any third party. You must immediately notify us at [software@thrivner.com](mailto:software@thrivner.com) if you know or have any reason to suspect that your account or password have been stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of your account. You agree not to create any account if we have previously removed you, or we previously banned you from, any of the Software, unless we provide written consent otherwise. You agree that you are solely responsible (to us and to others) for the activity that occurs under your account. We reserve the right to disable your user account at any time, including if you have failed to comply with any of the provisions of this EULA, or if activities occur on your account which, in our sole discretion, would or might cause damage to or impair the Software or infringe or violate any third-party rights, or violate any applicable laws or regulations.

We reserve the right, with or without prior notice and in our sole and complete discretion, to (a) discontinue, modify, or limit the available quantity of, any offerings, and (b) refuse to allow any user to purchase any offering or deliver such offerings to a user or a user designated address.

### **Beta Offerings**

Thrivner may, in its sole discretion, from time to time include certain test or beta features or products in the Software (“Beta Offerings”). Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an “as is” basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption, or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

### **The License**

This EULA entitles you to use the Software for lawful purposes consistent with this EULA. Your license to use the Software is expressly conditioned upon your agreement to all of the terms of this EULA. This software is licensed, not sold. Thrivner reserves all other rights not granted by this EULA.

### **The Restrictions**

You must use the Software in a manner that complies with the applicable laws in the jurisdiction(s) in which you use the Software.

You must be at least 13 years old or have legal consent from a parent or guardian to use the Software.

You may not sell, resell, rent, lease or exchange the Software for anything of value.

You may not redistribute the Software.

You may not remove or alter any proprietary notices or marks on the Software.

### **Notices**

This Software automatically communicates with servers for many reasons including, but not limited to: (a) receiving and installing updates; (b) sending error reports; and/or (c) sending anonymized usage information. If you would like to learn more about the specific information we send, see the privacy policy section below.

**Automatic Software Updates.** The Software communicates with its servers (and sends information described above) for many reasons including, but not limited to, determining whether there are any patches, bug fixes, updates, upgrades or other modifications to improve the Software. You agree that the Software will automatically update without providing any further notice or receiving any additional consent.

**Error Reports.** In order to help us improve the Software, when the Software encounters certain errors, it will automatically send some information to its servers about the error (as described at the URL above). This feature may not be disabled.

### **Open-Source Notices**

Certain components of the Software may be subject to open-source software licenses ("Open-Source Components"), which means any software license approved as open-source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. The Software documentation includes copies of the licenses applicable to the Open-Source Components.

To the extent there is conflict between the license terms covering the Open-Source Components and this EULA, the terms of such licenses will apply in lieu of the terms of this EULA. To the extent the terms of the licenses applicable to Open-Source Components prohibit any of the restrictions in this Agreement with respect to such Open-Source Components, such restrictions will not apply to such Open-Source

Component. To the extent the terms of the licenses applicable to Open-Source Components require Licensor to make an offer to provide source code in connection with the Product, such offer is hereby made, and you may exercise it by contacting [software@thrivner.com](mailto:software@thrivner.com).

### **Intellectual Property Notices**

The Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Thrivner. Thrivner reserves all rights in and to the Software not expressly granted to you in this EULA.

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded, or appearing on the Software have been copied in a way that constitutes copyright infringement and is outside the scope of parody, satire, or fair use, you may submit a notification to our copyright agent in accordance with 17 U.S.C. § 512(c) of the Digital Millennium Copyright Act (the “DMCA”), by providing the following information in writing:

Identification of the copyrighted work that is claimed to be infringed;

Identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Software;

Information for our copyright agent to contact you, such as an address, telephone number and e-mail address; a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law and is outside the scope of parody, satire, or fair use; and

A statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by e-mail to [software@thrivner.com](mailto:software@thrivner.com). It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

A user of the Software who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content, or an activity is not infringing the copyrights of others.

### **Export Laws**

You agree that you will not export or re-export, directly or indirectly, the Software and/or other information or materials provided by Thrivner hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and agree to comply at your sole expense with all applicable United States export laws and regulations.

### **Disclaimers and Limitations on Liability**

THE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS, WITH ALL FAULTS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. Thrivner does not warrant that (a) the Software will meet your specific requirements; (b) the Software is fully compatible with any particular platform; (c) your use of the Software will be uninterrupted, timely, secure, or error-free; (d) the

results that may be obtained from the use of the Software will be accurate or reliable; (e) the quality of any products, services, information, or other material purchased or obtained by you through the Software will meet your expectations; or (f) any errors in the Software will be corrected.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THRIVNER OR ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS (THE "COMPANY ENTITIES") BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS EULA OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SOFTWARE OR THIS EULA AND WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS EULA USE OR THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE LESSER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SOFTWARE (OR OFFERINGS PURCHASED THROUGH THE SOFTWARE) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER, COPYRIGHT OWNER, OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THRIVNER, THE COMPANY ENTITIES, AND OUR AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY

KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOU ARE RESPONSIBLE FOR ANY MOBILE CHARGES THAT MAY APPLY TO YOUR USE OF OUR SOFTWARE, INCLUDING TEXT-MESSAGING AND DATA CHARGES. IF YOU'RE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE USING THE SERVICE.

Without limiting the generality of the foregoing, in no event shall Thrivner be liable for any claims arising out of or relating to (a) the use or the inability to use the Software; (b) 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 Software; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third-party on the Software; (e) or any other matter relating to the Software.

Thrivner reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice. Thrivner shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Software.

### **Indemnification**

By entering into this EULA and accessing or using the Software, you agree that you shall defend, indemnify and hold the Company Entities (as defined above) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities (or any of them) arising out of or in connection with: (a) your violation or breach of any term of this EULA or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Software; (d) your content, or (e) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.



**One-Year Limitation on Legal Action**

YOU AND THRIVNER AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS EULA. OTHERWISE, YOU FOREVER WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.

**Injunctive Relief**

You agree that a breach of this EULA will cause irreparable injury to Thrivner for which monetary damages would not be an adequate remedy and Thrivner shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

**Exclusive Venue**

This EULA and any claims, causes of action, of any kind or character, or demand arising out of or relating to the EULA will be governed by the laws of the Commonwealth of Virginia. Subject to the agreement to mediate and arbitrate set forth below, any claim, cause of action or dispute, arising out of or relating to this EULA shall also be resolved exclusively in the state and federal courts located in Knoxville, Tennessee. You also agree to submit to the personal jurisdiction of these courts for the purpose of litigating any such claim.

**Dispute Resolution, Arbitration, and Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Informal process first.** You and Thrivner agree that in the event of any dispute, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 60 days in which to respond. Both you and Thrivner agree that this dispute resolution procedure

is a condition precedent which must be satisfied before initiating any arbitration against the other party.

If the parties fail to resolve the dispute amicably, under this clause, both parties agree to then attempt to resolve the dispute by mediation. Both parties understand that dispute can be of any nature and the choice of mediation would differ in cases. The mediation is to be conducted by and in accordance with the laws of the Commonwealth of Virginia. The parties will select a mutually acceptable experienced and qualified mediator. The mediation is not to last more than one day, unless both parties agree that it is in their collective best interests to continue the mediation beyond that one day. Each party shall be responsible for their own costs and expenses for the mediation.

After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to the Software or this EULA, and any use or access or lack of access thereto, will be resolved first by mediation and then by binding arbitration held in Knoxville, Tennessee, including threshold questions of arbitrability of the Claim. You and Thrivner agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of this EULA). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. The Parties agree that the arbitrator shall administer and conduct any arbitration in accordance with Virginia law, without reference to rules of conflicts of law. To the extent that the JAMS Rules conflict with Virginia law, Virginia law shall take precedence. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under this EULA will take place on an individual basis – class arbitrations and class actions are not permitted.

YOU UNDERSTAND THAT BY AGREEING TO THIS EULA YOU AND THRIVNER ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

### **Exceptions, Including Small Claims Court**

Notwithstanding the foregoing, you and Thrivner agree that the following types of disputes will be resolved in a court of proper jurisdiction: disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding; disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or intellectual property disputes.

### **Opt-Out**

You have the right to opt-out and not be bound by the class action and arbitration provisions set forth in this EULA by sending written notice of your decision to opt-out to [software@thrivner.com](mailto:software@thrivner.com). The notice must be sent to Thrivner within thirty (30) days of your first registering to use the Software or agreeing to this EULA; otherwise, you shall be bound to arbitrate disputes on a non-class basis in accordance with this EULA. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, Thrivner also will not be bound by them.

### **Waiver of Right to Bring Class Action and Representative Claims**

To the fullest extent permitted by applicable law, you and Thrivner each agrees that any proceeding to resolve any dispute, claim, or controversy will be brought and conducted ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THRIVNER AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THRIVNER EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THRIVNER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. For the avoidance of

doubt, however, you can seek public injunctive relief to the extent authorized by law and consistent with the Exceptions clause above.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or consolidated or representative action must be brought in a court of proper jurisdiction and not in arbitration.

### **California Residents**

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaints Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at 800-952-5210.

## **PRIVACY POLICY**

### **Overview**

While protecting user privacy is a priority for Thrivner, nothing in Thrivner Planner itself or this privacy policy shall be construed as guaranteeing privacy. The company uses due care when handling personal data to ensure we have complied with applicable laws and, when applicable, the terms of the Apple Developer Program License Agreement.

YOUR USE OF THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THE CONDITIONS OF THIS PRIVACY POLICY.

### **Personal Information Collection and Storage**

**User consent.** Thrivner Planner requires user consent to collect, store, and analyze user data. Because the app has an option for calendar integration with your phone calendar, users also have the option to grant permission for calendar access.

**Login.** Thrivner Planner has account-based features such as syncing with other devices that are supported with an optional login via an email account or single sign-on with Google and Apple. Only the information required by the single sign-on provider is shared with that provider.

**Data use.** User data is analyzed to generate the findings in the “Insights” and “Accomplishments” views. To do this, Thrivner Planner stores and may visualize for you the following and potentially other data:

- The content of your projects and task lists;
- Information about which projects you completed on which days, and the associated descriptive information and metadata.

If you subscribe to the newsletter or participate in *fora*, you also may choose to provide your email address and other personal information such as your name. Finally, if you request support via the emailed support or the app itself, including our third-party customer support system, Intercom, the company may store that information for training and quality assurance purposes. The Intercom privacy policy and terms of services are [linked here](#).

**Minors.** Thrivner Planner uses due care when dealing with personal data from minors consistent with laws like the United States’ Children’s Online Privacy Protection Act (“COPPA”), California’s Content Eraser Law, and international equivalents. The app is not intended for use by anyone considered a minor in their country of residence or use. Parents and guardians may contact [software@thrivner.com](mailto:software@thrivner.com) with questions and requests anytime. You must be 13 years of age or older to use the Software. Minors under the age of majority in their jurisdiction but who are at least 13 years of age are only permitted to use the Software if the minor’s parent or guardian accepts this EULA on the minor’s behalf prior to use of the Software. Children under the age of 13 are not permitted to use the Software. In furtherance of our policy of not collecting personal information from persons under the age of 13, users are not allowed to give Thrivner the personal information of any persons under the age of 13 for any reason. By using the Software, you represent and warrant that you meet these requirements. By accessing the Software, you confirm that you’re at least 13 years old and meet the minimum age of digital consent in your country. If you are not old enough to consent

to our EULA in your country, your parent or guardian must agree to this Agreement on your behalf.

**Protection.** To protect against unauthorized access to data, security practices include internal reviews of collection, storage, and analysis practices as well as reviews of security measures including encryption and physical security. Although connections to our service, including syncing, are managed with Secure Sockets Layer (SSL) encryption, no method of transmitting or storing data can be guaranteed as completely secure. We cannot guarantee the security of information you transmit to us. Once information is held by us, we restrict access to individuals who have a need to know; have signed confidentiality agreements; and know that they are subject to termination and/or criminal prosecution. Some of our servers or our vendor's servers (e.g., Google, Apple, Intercom, etc.) may be located outside of the United States.

### **Non-Personal Information Collection and Storage**

**Intent.** Non-personal information could be collected, used, transferred, and disclosed. If it is ever combined with personal information, however, it is treated as personal information.

**Specifics.** Thrivner Planner collects and may review non-personal information for a variety of purposes, including but not limited to:

- The website logs Internet Protocol (IP) addresses, browser type, language, referring and following pages, operating system, time, and date. We process this information with Google Analytics. To opt out of Google Analytics, you may [load the Google tool](#).
- The software tracks crash information using a variety of software applications such as Google or Fabric. Privacy policies for Google are [here](#) and for Fabric are [here](#).

### **Transparency**

**Intent.** Thrivner Planner is transparent in policies and practice.

**Specifics.** Products are used to visibly present information to users and is not hidden or obscured by other views or layers. Further, Thrivner Planner does not use products to track users without their knowledge and consent.

**Transmission.** Thrivner Planner does not use or transmit a user's personal data without first obtaining the user's permission and providing access to information about how and where the data will be used.

**Third-party sites and services.** In general, we do not share personal information, except for the uses denoted below:

- We work with companies that provide services such as hosting our website, providing the customer-service software, sending out newsletters, analyzing the web traffic and app data, hosting cloud services, etc. Every company we work with is selected based in part on their ability to ensure the security of your information.
- We also share information as required by law or government request; to enforce our Terms of Service, especially related to fraud or security information.
- Were Thrivner or Thrivner Planner to be involved in a reorganization, merger, or sale, collected information could be transferred consistent with the terms of that transaction.
- Thrivner is not responsible for changes to third parties' privacy policies or terms of service, nor is Thrivner responsible for acts, omissions, or content of other third parties who may be reached via links on the Thrivner Planner website or in the Thrivner Planner app.

**Third-party data usage.** Other than the uses mentioned in the section above, data collected from apps is not used or shared with third parties for purposes unrelated to improving the user experience or software/hardware performance connected to the app's functionality, or to serve advertising in compliance with various license agreements, including the Apple Developer Program License Agreement.

**Location services.** Thrivner Planner does not use location services.

**Intellectual property.** Thrivner Planner is the unique invention of Thrivner and all ideas informed by other sources are listed in the information section. Thrivner Planner does not use any protected third-party material including trademarks, copyrighted works, or patented ideas. Thrivner Planner also does not use misleading, false, or copycat

representations, names, or metadata. Thrivner Planner was created and is owned by the legal entity that owns the intellectual property.

**Questions and Versions**

**Questions.** Please direct questions about the privacy policy to [software@thrivner.com](mailto:software@thrivner.com).

**Last revision.** Last revision was September 14, 2024.