

# Funnel Plan

## Terms of use

Welcome to the Terms of Service (“**Terms**”) of MathMarketing Pty Ltd (ACN 067 392 394) ATF MathMarketing Unit Trust (“**align.me**”).

### Application of Terms

These Terms apply to all uses of Funnel Plan ([funnelplan.com](https://funnelplan.com)), our company website ([www.align.me](https://www.align.me)), and our services (together “**Funnel Plan**”). By using Funnel Plan and these other properties, you acknowledge that you have read and understand and agree to be bound by these Terms.

We reserve the right to change these Terms at any time without notice. Any change in these Terms will apply from your next use of Funnel Plan, and a log of changes to these Terms over time will be maintained [here](#). If the change is material, we’ll let you know by alerts or direct communication before they take effect.

If you breach any of these Terms, align.me may automatically deactivate your account.

### Account

You are responsible for providing your correct and full personal details to align.me. We grant you the rights to access and use Funnel Plan whilst your account is valid. It’s up to you to maintain the privacy and security of your account and personal log-in details. You agree to not provide others with access to your account for Funnel Plan.

### Fees

You must pay us the fees (if any) applicable to the subscription level of Funnel Plan you access. If you have subscribed to a paid plan, you will be charged a monthly or annual fee applicable to that subscription package. You hereby authorise us to automatically deduct the applicable fees, using your nominated payment method, in advance at the start of each month or year as applicable.

We don’t provide refunds or credits if you don’t use or decide to cancel your paid subscription to Funnel Plan during the pre-paid month.

If we agree to charge you by invoice rather than credit card, we’ll specify the payment terms up front and you agree to pay within the terms of any invoice. If any overdue amount owed by you is not paid within ten (10) days of its due date, then in addition to any other amount due, you agree to pay late payment charges at the rate of 2% greater than the then-current rate fixed under Section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any amount outstanding, from the due date until the date of payment. And if we have to bring in the

heavies (debt collection), then you will also be responsible for our costs associated with such debt collection.

### **Modification and Suspension**

We want Funnel Plan to live forever. But we have to reserve the right to modify, suspend, or discontinue Funnel Plan at any time for any reason with or without notice. If we do suspend or discontinue, we'll credit you for any significant period of discontinuation. We also reserve the right to change our fees by 30 days notice to you.

### **Termination and Cancellation**

You can cancel your subscription at any time by 7 days' notice to us. Just contact us at [support@funnelplan.com](mailto:support@funnelplan.com) and we'll get it sorted. We'll move any of the Funnel Plans in your account to 'parked'. This means we'll keep the data for you, and you will be able to print those plans, but you won't be able to modify them. We can 'unpark' plans on your request (i.e. if you change your mind down the track) for a fee. You will still be a subscriber even if you have no paid plans associated with your account.

Termination is a whole other ball game. We may immediately terminate your account for any breach of these Terms by you. If we plan to cease offering Funnel Plan, we'll give you 30 days' notice and then terminate your account.

If your account is terminated by you or by us, that's it! You agree to not seek to access Funnel Plan and that you have no right to refund of the whole or part of any fees paid. You are responsible for any fees accrued to your account up to the time of deactivation, cancellation, or termination including full monthly charges for the month in which such event occurs.

### **Usage and Data**

You consent to us monitoring and keeping records of your use of Funnel Plan and to using any usage data to shape advice we may give from time to time. You understand and agree that we will collect, retain and use de-identified data provided from your use of Funnel Plan to inform reporting and coaching for you and for others. To be clear, we're not allowed to share your specific plans with anyone. Only you explicitly add coaches, collaborators and viewers to your own specific plans. But the de-identified data in other plans is critical to us giving you directional advice about ways to improve your plans, and your de-identified data will be used by us to serve the same role for others.

In addition to de-identifying any data, when we use data to report or give advice to you and to others, we use averages from pools of plans rather than any individual plan to prevent reverse engineering of their or your data.

Personal information is treated in accordance with the terms of our Privacy Policy available [here](#).

## **Reservations, Ownership and Restrictions**

WE RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU IN THESE TERMS. FUNNEL PLAN IS PROTECTED BY COPYRIGHT AND OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. align.me OWNS THE TITLE, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY RIGHTS IN FUNNEL PLAN.

You may not reverse engineer, decompile, decode, decrypt, disassemble, copy, rent, lease, lend, sublicense, time-share, distribute, sell, assign, create derivative works of or otherwise transfer these rights or Funnel Plan. You may not distribute any of the images or materials comprised in Funnel Plan but may distribute the PDF plan using the plan printing feature within Funnel Plan.

## **General Conditions**

Your use of Funnel Plan, including any content, information or functionality contained within it, is provided 'as is' and 'as available'. To the extent permitted by applicable law, align.me and its suppliers do not and cannot warrant the performance, results or any model that you may obtain using Funnel Plan. align.me and its suppliers make no warranty of any kind, express or implied, including without limitation, any warranties of merchantability and/or fitness for a particular purpose. You assume total responsibility and risk for your use of Funnel Plan.

align.me makes no warranties regarding your ability to use Funnel Plan, your satisfaction with Funnel Plan, that Funnel Plan will be available at all times, uninterrupted, and error-free, the accuracy of mathematical calculations performed by Funnel Plan, and that bugs or errors in Funnel Plan will be corrected.

In no event will align.me's liability for any damages ever exceed the actual fees paid by you for Funnel Plan. To the full extent permissible by law, neither align.me nor its suppliers shall be liable for any direct, indirect, consequential, incidental, exemplary, punitive or special damages, including interoperability issues, data loss, lost profits, lost savings or other incidental or consequential damages arising out of the use of or inability to use Funnel Plan, even if align.me and its suppliers have been advised of the possibility of such damages. Your sole remedy for dissatisfaction with Funnel Plan is to stop using Funnel Plan.

These Terms and any dispute under it will be governed by the laws of Victoria, Australia, without regard to their conflict of laws principles. Both parties consent to the exclusive jurisdiction and venue of the federal and state courts in Australia.

These Terms constitutes the entire agreement between you and align.me with respect to its subject matter, and supersedes other communication, advertisement, or understanding with respect to Funnel Plan. If any provision of these Terms is held invalid or unenforceable, the remainder shall continue in full force and effect. All provisions of these Terms relating to disclaimers of warranties, limitation of liability, remedies, or damages, and align.me's ownership of Funnel Plan survive termination.