Permitly

BY OSTARA VENTURES

LEGAL

Terms of Service and License

The agreement between you and Ostara Ventures LLC when you download, install, buy or use Permitly, free or Pro.

Effective October 31, 2026 · Applies to Permitly free and Pro

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Effective date: November 1, 2026

These Terms of Service and License (the "**Terms**") are a binding agreement between **Ostara Ventures LLC** ("**Ostara**", "**we**", "**us**") and the person or organization ("**you**") that downloads, installs, activates, buys or uses Permitly. If you accept these Terms for an organization, you confirm you have authority to bind it, and "you" means that organization.

PLEASE READ SECTIONS 12 TO 15 AND 19 CAREFULLY. THEY LIMIT OUR LIABILITY, REQUIRE YOU TO COVER CERTAIN CLAIMS, AND REQUIRE INDIVIDUAL ARBITRATION OF DISPUTES WITH A CLASS ACTION WAIVER.

The short version

This summary helps you read the Terms. It is not part of them; the full Terms control.

- Permitly helps you organize photo and media consent. **It is a tool, not a lawyer and not a guarantee.** You decide your policies and remain responsible for following the law.
- The plugin code is licensed under the GNU General Public License. These Terms cover everything around the code: Pro licenses, license keys, updates, support, our websites and online services such as automatic translation and the people check.
- The people check is optional. If you turn it on, downsized copies of your live website images go to our service and our AI provider only to answer whether each image shows any person. It never identifies anyone or estimates age, and we keep no images.
- Permitly is provided **as is**, with a few clear commitments: for paid Pro, we work to deliver what the user manual describes and fix problems on our side; for everyone, we protect the data our services handle. We are not liable for what your settings and staff decide, including photos that show or hide, consent records, translations, people check results, fines or lawsuits.
- Payments are non-refundable, with a few exceptions: Pro you have not downloaded yet, our uncured material breach, or a material change you reject. You can cancel any time and keep Pro through the month or year you already paid for.
- Your data stays on your website. We delete the little we hold for you within 30 days of termination or your request.
- Disputes go to individual arbitration, held by video by default, not court or class actions.

1. Accepting these Terms

1.1 You accept these Terms when you do any of the following, whichever happens first: download Permitly from us, install or activate it, enter or activate a license key, complete a purchase, use any Service, or click or tick a box that says you agree.

1.2 If you do not agree, do not download, install, buy or use Permitly, and remove it from your sites.

1.3 You must be at least 18 years old and able to enter a binding contract. Permitly is a business tool for organizations. It is not meant for personal, family or household use.

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2. Definitions

- **"Permitly"** means the Permitly WordPress plugin in its free and Pro editions, including every version, update, file and translation pack we provide.
- **"Software"** means the plugin code itself.
- **"Pro License"** means a paid subscription that lets you activate Pro on a set number of WordPress websites and receive updates and support.
- **"Services"** means everything we provide around the Software: license keys and activation, updates, support, the automatic translation service, documentation, the user manual, and our websites, including ostaraventures.co.
- **"Your Data"** means the information you or your users put into Permitly, including consent records, child and parent details, photos, tags, wording and settings.
- **"Checkout Provider"** means Freemius, Inc. or any other company we use to sell Pro Licenses, collect payment and deliver license keys.

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3. The Software license and the GPL

3.1 **GPL.** The Software is licensed to you under the GNU General Public License, version 2 or any later version (the "**GPL**"). Your rights to run, study, copy, modify and share the Software come from the GPL. Nothing in these Terms limits any right the GPL gives you.

3.2 **What these Terms add.** These Terms govern the Services, your Pro License, our trademarks, payments, and the allocation of risk between you and us. Where the GPL and these Terms both apply, the GPL governs the code and these Terms govern everything else.

3.3 **GPL warranty notice.** As the GPL itself states, the Software comes with no warranty, to the extent permitted by law. Section 12 below repeats and extends that disclaimer to the Services.

3.4 **Third-party components.** Permitly includes components made by others, such as the Freemius SDK and the qrcode-generator library, each under its own license. Those licenses govern those components.

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4. Pro Licenses

4.1 **Sites.** Each Pro License covers the number of WordPress websites shown for your plan when you bought it (for example, 1, 3 or 10). One website is one WordPress installation where the license is active; on a multisite network, each site where Pro is active counts as one website. You may move an activation by deactivating Pro on one website and activating it on another.

4.2 **Children in your registry.** Each plan also covers a number of children in your consent registry, as shown for your plan when you bought it (for example, up to 50, up to 300, or no limit). Every child record in your registry counts, including records for children who have left your programs; example records created by the demo do not. Keeping children in separate registries or installations, changing the plugin, or taking any other step to avoid this limit is a breach of these Terms. If your registry goes over your plan's limit, Pro staff tools may pause after a 14-day grace period until you upgrade or your registry is back within the limit. Protection of your website, the parent consent form, revocations and exports keep working.

4.3 **Access to paid features.** Pro features, updates, support and the Services work only while your Pro License is active and paid. We and the Checkout Provider may check activations automatically and stop activations beyond your limit.

4.4 **Term and automatic renewal.** Pro Licenses are subscriptions billed monthly or yearly, as you choose at checkout. **Your subscription renews automatically at the end of each billing period, and you authorize the charge for the next period, until you cancel.** You can cancel at any time in your account or by emailing us; cancellation stops the next renewal and takes effect at the end of the period you already paid for.

4.5 **Prices and taxes.** Prices are shown at checkout. We may change prices for future periods; for an existing subscription, the change applies from your next renewal after we give you at least 30 days' notice. Prices exclude taxes unless stated. You are responsible for any sales, use, value-added or similar taxes, except taxes on our income.

4.6 **Checkout Provider.** Purchases are processed by the Checkout Provider, which may act as the seller of record and has its own terms, privacy policy and checkout rules. Those apply to

your payment in addition to these Terms. We do not store your card details.

4.7 **If your Pro License ends.** When a Pro License expires, is cancelled or is not paid, Pro features, updates, support and the Services stop. Your records and settings stay on your website, the free features keep working, and your rights in the code under the GPL are not affected.

4.8 **Failed payments.** If a payment fails, we or the Checkout Provider may retry it and may suspend your Pro License until it is paid.

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5. No refunds

5.1 **All payments are final and non-refundable**, including for partial periods, unused time, unused websites and plan downgrades, except as stated in Sections 5.2, 16.2, 18.1 and 18.2, or where the law requires otherwise.

5.2 **One exception: not yet downloaded.** If you buy Pro and have not downloaded or activated it, you can ask for a full refund within 14 days of purchase. Once Pro has been downloaded or activated, no refund is available.

5.3 **Cancel any time.** Cancelling stops all future renewals. Your Pro License stays active until the end of the period you already paid for: the current month for monthly plans, or the current year for yearly plans. Yearly plans are paid in advance at a discount, and unused months are not refunded except as stated in Section 5.1.

5.4 If a refund is ever issued, whether required by law or at our sole discretion, the related Pro License ends. A refund in one case does not create any obligation to refund in another.

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6. Automatic translation, the people check and other online Services

6.1 **Automatic translation.** Pro can send the English wording of your consent form to our translation service, which uses third-party artificial intelligence (currently Anthropic's Claude) to translate it into the languages you turn on. Using it is optional; you can turn automatic updates off at any time.

6.2 **What translation sends.** Only form wording, a language code, and your website's license installation ID with a signature. Permitly is designed so that no child, parent or consent information is sent to the translation service. Do not put personal information into your form wording.

6.3 **AI output may be wrong.** Machine and AI translations can be inaccurate, incomplete, or legally different in meaning from your English. **Translated wording is a draft. You are solely responsible for having a qualified person review every translation before relying on it.** We do not warrant the accuracy, completeness or legal effect of any translation, built-in or automatic.

6.4 **The people check.** If an administrator turns it on, Pro sends downsized copies (no larger than 768 pixels) of images that are live on your website and still need an answer to our service, which uses third-party artificial intelligence (currently Anthropic's Claude) to answer one question about each image: whether it shows any person. The people check does not identify anyone, does not estimate anyone's age or other characteristics, and does not create or keep face templates or other biometric identifiers. Images it finds to show no person are sorted out of review; every other image stays in review for your staff. Using it is optional, and you can turn it off at any time.

6.5 **People check results may be wrong.** The people check can miss a person, including a child, for example a small figure in the background. **You are solely responsible for reviewing the images it sorts out, starting with the spot-check Permitly offers, and for every decision about any image.** We do not warrant the accuracy of any result. Images it sorts out can be put back in review at any time.

6.6 **Usage limits.** The Services have limits, such as a monthly number of automatic updates or images per website and overall capacity limits. We may set, change or enforce limits, and may pause a Service, without notice. When a limit is reached, the Service stops until the limit resets; your existing wording stays in place and your images stay in review.

6.7 **No service levels.** The Services are provided without any guarantee of availability, speed or uptime. Changes to, or discontinuation of, a Service are governed by Section 18.1.

6.8 **Third-party services.** The Services rely on third parties, including the Checkout Provider, Cloudflare and Anthropic. We are not responsible for their acts, outages or terms, and your use of features that depend on them is at your own risk.

6.9 **Optional usage data.** During setup the plugin may ask whether to share basic, non-sensitive usage data through the Checkout Provider's SDK. Sharing is optional, and consent records are never included.

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7. Your responsibilities

7.1 **Compliance is yours.** You are solely responsible for your organization's compliance with every law, regulation and contract that applies to your use of images, video, audio, likeness, statements and personal information of minors and adults. This includes, for example,

California Business and Professions Code Section 18985 (AB 2007), the Children's Online Privacy Protection Act (COPPA), FERPA, state privacy laws, and your own policies and funder or partner requirements.

7.2 **Your decisions.** You decide how Permitly is configured and used, including mode, scope, what to hide, consent terms, wording, translations, languages, retention, who has access, and every tag, record and revocation. Permitly acts on the information and settings you and your users provide. **If information is missing, wrong or out of date, results will be wrong.**

7.3 **Limits of the Software.** You understand that Permitly:

- controls what your WordPress pages show to visitors, and **does not** remove files from your server, cached copies held by others, search engines, social media, email already sent, printed materials, or any other system;
- does not identify people in images; your staff tag them;
- depends on WordPress, your theme, other plugins, caching, your host and your configuration, any of which can stop it working as intended;
- may contain errors, and may hide content you wanted shown or show content you wanted hidden.

7.4 **Check your site.** You are responsible for testing Permitly on your site, for keeping regular backups, for keeping WordPress, your theme and plugins secure and updated, and for promptly checking that content is shown or hidden as you intend, including after every update and every revocation.

7.5 **Your users.** You are responsible for everyone you allow to use Permitly and for their compliance with these Terms.

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8. Not legal advice

Permitly, its default wording, built-in and automatic translations, documentation, website, emails and support are general information, not legal advice. **Using Permitly does not make you compliant with any law, and we make no promise that it will.** No attorney-client relationship is created. Have your own counsel review your policies, your consent form wording and your configuration.

9. Your Data and privacy

9.1 **You own and control Your Data.** Your Data is stored in your own WordPress database and hosting, which we do not operate and cannot access. You are the controller (or business) responsible for Your Data under privacy laws, including providing any notices, obtaining any consents, honoring requests from parents and others, securing it, and deciding how long to keep it.

9.2 **What we receive.** We receive only: information you give the Checkout Provider when you buy (handled under its privacy policy); license and activation details; optional usage data if you opt in; form wording sent to the translation service; downsized image copies sent to the people check, if you turn it on; and anything you send us for support. **Do not send us consent records or other personal information about children or parents**, including in support requests. If you do, you are responsible for having the right to share it, and we may delete it.

9.3 **How we handle images sent to the people check.** We process them only on your behalf and only to answer the people check, as your service provider or processor. We do not sell or share them, use them for any other purpose, combine them with other data, or keep them: our service keeps only a one-way fingerprint of each file and the answer, so the same file is never checked twice. Our AI provider processes them under its commercial terms, which do not allow it to train its models on them, and may keep them for a limited time for safety and legal reasons. Our subprocessors for the Services are Cloudflare (hosting) and Anthropic (AI). You confirm that you have the right to use and process the images on your website in this way, including under any notice or consent you give to the people in them.

9.4 **Security.** We take reasonable steps to protect the Services, but no system is fully secure, and we do not warrant that the Services or Software are free of vulnerabilities. You are responsible for the security of your website and Your Data. Our security commitments are set out in Sections 12.5(b) and 13.

10. Intellectual property and trademarks

10.1 **Our marks.** "Permitly", "Ostara Ventures", the Permitly logo, the Ostara logo and related names, logos and designs are trademarks of Ostara Ventures LLC. The GPL licenses code, not trademarks. You may refer to Permitly by name to describe it truthfully, but you may not use our marks in a way that suggests endorsement, or as the name of a modified or competing product. **If you distribute a modified version of the Software, you must rename it and remove our marks.**

10.2 **Our content.** Our websites, the user manual, documentation, marketing materials, images, designs and the Services (other than the Software code, which is under the GPL) are owned by Ostara or our licensors and protected by copyright and other laws. You may use the documentation internally to run Permitly. You may not copy, republish or sell our websites or materials without our written permission.

10.3 **Feedback.** If you send us ideas or suggestions, we may use them freely, without obligation to you.

10.4 **Reservation.** All rights not expressly granted in these Terms or the GPL are reserved.

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11. Acceptable use of the Services

You may not, and may not help anyone else to:

- share, sell, publish or misuse license keys, or use a Pro License on more websites than your plan allows;
- get around, disable or interfere with license checks, usage limits, security or the Services, or access them by any means other than the Software as we provide it;
- send the Services anything unlawful, harmful, infringing, or personal information about children or parents;
- overload, probe, scan or attack the Services, or use them to build a competing service;
- resell or provide the Services to third parties as a service, except as part of running websites for a client who holds its own Pro License;
- use Permitly in violation of any law or anyone's rights.

We may suspend or end your access to the Services, without refund, if we reasonably believe you have broken this section.

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12. Disclaimer of warranties

12.1 **PERMITLY, THE SOFTWARE, THE SERVICES, ALL TRANSLATIONS, DOCUMENTATION AND ANYTHING ELSE WE PROVIDE ARE PROVIDED "AS IS" AND "AS AVAILABLE", EXCEPT AS EXPRESSLY STATED IN THESE TERMS.**

12.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTIONS 12.5 AND 12.6, OSTARA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR**

PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

12.3 **WITHOUT LIMITING THE ABOVE, AND SUBJECT TO SECTIONS 12.5 AND 12.6, OSTARA DOES NOT WARRANT THAT PERMITLY OR THE SERVICES WILL: MEET YOUR SPECIFIC REQUIREMENTS; MAKE YOU COMPLIANT WITH ANY LAW (PERMITLY IS A TOOL, NOT A LEGAL COMPLIANCE SYSTEM); HIDE OR SHOW ANY PARTICULAR CONTENT; DETECT EVERY IMAGE, VIDEO, QUOTE OR USE; PRODUCE ACCURATE OR LEGALLY SUFFICIENT TRANSLATIONS; BE UNINTERRUPTED, TIMELY OR ERROR-FREE AT ALL TIMES; WORK WITH YOUR THEME, PLUGINS, HOST OR CACHE; OR PRESERVE YOUR DATA, WHICH REMAINS STORED IN YOUR OWN ENVIRONMENT UNDER YOUR CONTROL.**

12.4 You acknowledge that outcomes depend on information and settings that you and your users provide, on your WordPress environment, and on third-party components and services, and that Permitly controls what your WordPress pages display to visitors rather than removing files from any system.

12.5 **Our commitments.** Notwithstanding Sections 12.2 and 12.3, Ostara will:

- (a) while you hold an active, paid Pro License, use commercially reasonable efforts to provide the Pro features and Services substantially as described in the Permitly user manual. If they do not, tell us at hello@ostaraventures.co and we will work to correct the problem within a reasonable time. Correction is your sole remedy for a failure of this commitment, subject to Section 14 and to your rights under Sections 16.2 and 18.1. This commitment does not apply to the free edition or to problems caused by your hosting, theme, other plugins or configuration;
- (b) maintain commercially reasonable administrative, technical and organizational safeguards designed to protect the Services and any data Ostara processes on your behalf, as further described in Section 13; and
- (c) not materially and knowingly degrade the security of the Software through an update within Ostara's control.

Sections 12.5(b) and (c) do not warrant that the Services or Software will be uninterrupted, timely or entirely error-free or free of all vulnerabilities.

12.6 **Nothing excluded that cannot be.** Nothing in this Section 12 excludes or limits any warranty or liability that cannot be excluded or limited under applicable law, and nothing in this Section 12 disclaims Ostara's responsibility for its own software, security or processing failures to the extent arising from Ostara's gross negligence, fraud or willful misconduct. Where a warranty cannot be excluded but may be limited, it is limited to the remedies in these Terms or, if none applies, to re-performance of the affected Service.

12.7 Some places do not allow certain warranties to be excluded. In those places, the exclusions apply to the fullest extent allowed, and any warranty that cannot be excluded is

limited to the greater of thirty (30) days from when you first got Permitly or the minimum period the law requires.

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13. Privacy and security allocation

13.1 **Roles.** With respect to personal data contained in Your Data, you act as the controller (or business) and Ostara acts as a processor (or service provider) only to the limited extent Ostara processes data on your behalf through the Services (for example, form wording sent to the translation service and downsized image copies sent to the people check, if you enable it). Each party will comply with the privacy and data-protection laws applicable to it in that role.

13.2 **Your responsibilities.** You are responsible for:

- (a) establishing a lawful basis for, and providing all notices and obtaining all consents required for, your collection and use of images, video, audio, likeness, statements and personal information, including of minors and their parents or guardians;
- (b) honoring data-subject, parental and guardian requests;
- (c) configuring retention and access within Permitly; and
- (d) securing your WordPress website, hosting, accounts and credentials.

13.3 **Ostara's responsibilities.** Ostara will:

- (a) process personal data it receives on your behalf only to provide the Services and as described in Section 9, and not sell it or use it for unrelated purposes;
- (b) maintain commercially reasonable administrative, technical and organizational safeguards designed to protect such data against unauthorized access, loss or disclosure;
- (c) require its personnel to keep such data confidential, and use only subprocessors (currently Cloudflare and Anthropic) bound by written data-protection terms appropriate to their role; and
- (d) not knowingly process children's image data for any purpose other than returning the people-check result requested, and not create or retain biometric identifiers.

If Ostara adds a new subprocessor that materially changes how children's image data is processed, Ostara will update its public subprocessor list.

13.4 **Security incident notice and cooperation.** If Ostara becomes aware of a confirmed security incident affecting personal data Ostara processes on your behalf, Ostara will notify you without undue delay and, where feasible, within seventy-two (72) hours of confirmation, provide the information reasonably available to Ostara about the incident, and cooperate in good faith with your reasonable investigation and remediation. Each party will promptly notify

the other of a security incident within its own environment that is reasonably likely to affect the other party's obligations.

13.5 **Regulatory cooperation.** Each party will provide the other with reasonable cooperation and information, at the requesting party's expense, in responding to an inquiry, investigation or enforcement action by a regulator or other authority to the extent it concerns data processed through the Services, subject to each party's legal obligations and legitimate confidentiality interests.

13.6 **Third-party and minors' image claims.** As between the parties, responsibility for a third-party claim arising from personal data or images (including images of minors) is allocated according to fault: you are responsible to the extent a claim arises from your configuration, content, instructions, notices, consents or compliance obligations, and Ostara is responsible to the extent a claim arises from Ostara's breach of Section 13.3, its security safeguards, or its gross negligence, fraud or willful misconduct. This Section 13.6 is subject to, and allocates responsibility consistently with, the indemnities in Section 15 and the limits and carve-outs in Section 14.

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14. Limitation of liability

14.1 **No Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL OSTARA, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS OR LICENSORS (THE "OSTARA PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, REPUTATION, DATA OR USE, COST OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS, PERMITLY OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 14.1 DOES NOT APPLY TO DAMAGES ARISING FROM A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

14.2 **Specific Exclusions.** Without limiting Section 14.1, and except to the extent caused by an Ostara Party's gross negligence or willful misconduct, or by Ostara's breach of its obligations in Section 9.3 or Section 13.3, the Ostara Parties are not liable for any loss, claim, fine, penalty, statutory damages, settlement or cost arising from:

- (a) any image, video, audio, likeness, statement or information of any person being shown, published, shared, hidden or not hidden as a result of your configuration, your content, or your instructions;
- (b) any consent, revocation, record, tag, setting or wording being missing, wrong, late, expired, mistranslated or not acted on, where the deficiency originates in information or

settings you or your users provided;

- (c) any claim, complaint, investigation or lawsuit by a parent, guardian, child, regulator, funder or other third party, including under AB 2007 or any privacy, publicity or child-protection law, arising from your use of Permitly;
- (d) any built-in or AI translation, subject to Ostara's own obligations under Section 6;
- (e) any outage, error, bug, conflict with other software, or change, suspension or discontinuation of the Software or Services, except where caused by an Ostara Party's gross negligence or willful misconduct; and
- (f) your configuration, your content, your hosting, or the acts or omissions of you, your users or any third party.

14.3 **Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTION 14.6, THE OSTARA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THESE TERMS, PERMITLY OR THE SERVICES, TOGETHER, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES YOU ACTUALLY PAID OSTARA FOR YOUR PRO LICENSE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE FIRST CLAIM, OR (B) ONE THOUSAND U.S. DOLLARS (US $1,000).**

14.4 **Application.** These limits apply to every theory of liability, including contract, warranty, tort (including negligence), product liability, strict liability, statute and otherwise, even if we were advised the damage was possible and even if a remedy fails of its essential purpose. They are an essential part of the bargain between the parties.

14.5 **Limits that cannot apply.** Nothing in these Terms limits liability that cannot be limited by law, such as liability for fraud or for willful injury. In jurisdictions that do not allow some of these limits, our liability is limited to the smallest amount the law permits.

14.6 **Carve-outs from the Cap.** The cap in Section 14.3 does not apply to, and the following are not limited by Section 14.3: (a) an Ostara Party's gross negligence or willful misconduct; (b) an Ostara Party's fraud; and (c) an Ostara Party's breach of its confidentiality, privacy (Sections 9.3 and 13.3) or data-security obligations. For the carve-out in (c), the Ostara Parties' aggregate liability will not exceed the greater of three (3) times the fees you actually paid Ostara for your Pro License in the twelve (12) months before the event, or ten thousand U.S. dollars (US $10,000). The carve-outs in (a) and (b) are not subject to any monetary limit.

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15. Indemnification

15.1 **Your indemnity.** You will defend, indemnify and hold harmless the Ostara Parties from and against claims, demands, investigations, proceedings, losses, damages, fines, penalties,

judgments, settlements, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), brought by a third party, to the extent arising out of or relating to:

- (a) your use of Permitly or the Services, or any content shown, published, hidden or not hidden on your sites or channels as a result of your configuration or instructions;
- (b) Your Data, your consent forms and wording, your translations, and your handling of consents and revocations;
- (c) your material breach of these Terms, your violation of any law, or your violation of a third party's rights, including privacy and publicity rights; and
- (d) any claim by a parent, guardian, child, staff member, regulator or other third party arising from your organization's acts or omissions.

15.2 **Exclusion.** Your obligations under Section 15.1 do not apply to any Claim, or portion of a Claim, to the extent it arises out of or relates to an Ostara Party's gross negligence, fraud, willful misconduct, or material breach of these Terms.

15.3 **Procedure.** As a condition of indemnification, Ostara will: (a) give you prompt written notice of the Claim, provided that any delay will relieve you of your obligations only to the extent you are materially prejudiced by it; (b) give you sole control of the defense and settlement of the Claim, subject to Section 15.4; and (c) provide reasonable cooperation at your expense. Ostara may participate in the defense with counsel of its own choosing at its own cost.

15.4 **Settlement.** You may not settle any Claim in a way that (a) admits fault or wrongdoing by any Ostara Party, (b) imposes any non-monetary obligation or any monetary obligation that you do not fully discharge on any Ostara Party, or (c) fails to include an unconditional release of the Ostara Parties, in each case without Ostara's prior written consent, not to be unreasonably withheld.

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16. Term and termination

16.1 **Term.** These Terms apply from when you accept them until you stop using Permitly and the Services and every Pro License has ended.

16.2 **Termination for material breach.** Either party may terminate the affected Pro License, or these Terms where the breach goes to the agreement as a whole, if the other party materially breaches these Terms and, where the breach is capable of cure, fails to cure it within thirty (30) days after receiving written notice describing the breach in reasonable detail. If you terminate for Ostara's uncured material breach, Ostara will refund the pro-rata portion of any prepaid fees for the unused part of the then-current period.

16.3 **Suspension and immediate termination by Ostara.** Ostara may suspend or terminate your Pro License or access to the Services without the cure period in Section 16.2 if: (a) you fail to pay when due and do not cure within ten (10) days of notice; (b) your use creates a material security, legal or operational risk to the Services or to others; or (c) Ostara must do so to comply with law. Ostara will limit any suspension in scope and duration to what is reasonably necessary and will restore access promptly once the cause is resolved. Where practicable, Ostara will give notice before suspending and an opportunity to address the cause.

16.4 **Termination by you.** You may stop using Permitly at any time by cancelling under Section 5 and removing the Software.

16.5 **Effect of termination.** On expiry or termination, Pro features, updates, support and the Services stop; your records and settings remain in your own WordPress environment; the free features keep working; and your rights in the code under the GPL are not affected. Data handling on termination is governed by Section 17.

16.6 **Survival.** Sections 3.3, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 survive termination, together with any other terms that by their nature should survive.

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17. Data export, deletion and retention

17.1 **Your Data stays with you.** Your Data (including consent records, child and parent details, tags, wording and settings) is stored in your own WordPress database and hosting throughout and after the term. Termination does not delete Your Data from your environment, and you may export it at any time using Permitly's export features.

17.2 **Data Ostara holds.** For data Ostara processes on your behalf through the Services, Ostara does not retain images sent to the people check (it keeps only a one-way fingerprint and the result), and retains translated form wording, which should contain no personal data, only to avoid repeat charges for the same text. On termination, Ostara will, within thirty (30) days, delete or de-identify any personal data it then holds on your behalf through the Services, except: (a) a one-way fingerprint and result that contain no personal data and no image; (b) license, activation, billing and transaction records Ostara must keep; and (c) data Ostara is required to retain by law or that is retained by its AI provider for a limited period for safety and legal reasons under that provider's commercial terms, which do not permit model training on it.

17.3 **Deletion on request.** On your written request made during the term or within thirty (30) days after termination, Ostara will delete or de-identify personal data it holds on your behalf through the Services, subject to the exceptions in Section 17.2, and will confirm completion.

17.4 **Retention limits.** Ostara will not retain personal data it processes on your behalf for longer than necessary for the purposes described in these Terms or as required by law. Records retained under the exceptions above remain subject to Ostara's confidentiality and security obligations for as long as they are held.

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18. Changes

18.1 **To the Software and Services.** We may change, add or improve features at any time. We will not materially reduce or remove a core feature of a Pro tier that you have purchased without giving affected Pro customers at least thirty (30) days' prior notice by email or in the plugin, and any such change will apply prospectively only. If a material reduction or removal of a core feature of your Pro tier takes effect during a paid period, your sole and exclusive remedy is, at your election, (a) to continue your subscription, or (b) to terminate the affected Pro License and receive a pro-rata refund of prepaid fees for the unused portion of the then-current period. Nothing in this Section 18.1 limits our right to make changes required for security, legal compliance, or to address a third-party dependency, which we may make without advance notice.

18.2 **To these Terms.** We may update these Terms. We will post the new version at ostaraventures.co/permitly/terms/ with a new effective date, and for material changes we will give Pro customers at least thirty (30) days' prior notice by email or in the plugin. Changes apply prospectively only and do not apply to, or affect, any dispute or rights that arose before they took effect. By continuing to use Permitly or the Services, or by renewing, after the effective date of a change, you accept the updated Terms. If you do not agree to a material change, you may terminate your Pro License before the change takes effect and receive a pro-rata refund of prepaid fees for the unused portion of the then-current period; your sole remedy for disagreement with a change is to stop using Permitly and cancel your subscription on these terms.

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19. Disputes: informal resolution, arbitration and class action waiver

19.1 **Talk to us first.** Before starting any claim, you agree to email hello@ostaraventures.co with a description of the dispute and the relief you want, and to try in good faith to resolve it with us for at least sixty (60) days. The sixty (60)-day period will run only while both parties engage in good faith; if a party fails to respond substantively within fifteen (15) business days of the other party's notice or of a subsequent good-faith communication, the informal-resolution requirement is deemed satisfied as to the non-responding party, and the other party

may commence arbitration. The informal-resolution period may not be used by either party to delay or defeat the other's claim.

19.2 **Binding individual arbitration.** Any dispute, claim or controversy arising out of or relating to these Terms, Permitly or the Services, including about their formation, scope or enforceability, that is not resolved informally **will be settled by binding arbitration** administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, before a single arbitrator. The arbitration will be conducted remotely by video, telephone and written submissions, unless the arbitrator determines that an in-person hearing is necessary; any in-person hearing will take place in San Diego County, California, or at another location the parties agree to or the arbitrator orders for good cause. The seat of the arbitration is San Diego County, California. Each party pays its own attorneys' fees and costs unless the arbitrator decides otherwise under applicable law. The AAA's rules decide how its fees are shared, except that for any claim of US $10,000 or less that you start, Ostara will pay the AAA filing, administrative and arbitrator fees beyond what you would have paid to file the claim in court, and Ostara will bear any reasonable incremental cost attributable to an in-person hearing it requests over your objection. Judgment on the award may be entered in any court with jurisdiction. The Federal Arbitration Act governs this section.

19.3 **Class action waiver. You and Ostara may bring claims against each other only individually, and not as a plaintiff or class member in any purported class, collective, consolidated or representative proceeding.** The arbitrator may not consolidate claims or award relief to anyone other than the individual party. If this waiver is found unenforceable for a claim, that claim must be decided in court, not arbitration, and the rest of this section still applies.

19.4 **Exceptions.** Either party may bring an individual claim in small claims court, and either party may seek an injunction or other equitable relief in court to protect its intellectual property or to stop misuse of the Services.

19.5 **Time limit.** To the fullest extent permitted by law, any claim must be brought within one (1) year after it arises, or it is permanently barred.

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20. Free and paid users

20.1 **Transparency.** These Terms apply to both the free edition and Pro editions of Permitly. Where a term differs between free and paid users, the difference is stated expressly.

20.2 **Features and Services.** Certain features and Services (including updates, support, automatic translation and the people check) are available only with an active, paid Pro License, as described for your plan. Free users receive the core functionality of the free edition.

20.3 **Core protections apply to all users.** The protections that are not tied to payment apply equally to free and paid users, including Ostara's commitments under Sections 12.5(b) and (c), 13 and 17, and the carve-outs from the limitation of liability in Section 14.6 for Ostara's gross negligence, fraud, willful misconduct, and breach of its privacy and data-security obligations. The free-user liability cap in Section 14.3(b) sets only the ceiling for ordinary claims and does not limit the carve-outs in Section 14.6.

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21. Governing law and venue

These Terms are governed by the laws of the State of California and applicable U.S. federal law, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Subject to Section 19, the state and federal courts located in San Diego County, California have exclusive jurisdiction, and you consent to personal jurisdiction there.

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22. General terms

22.1 **Entire agreement.** These Terms, together with the GPL for the code and the Checkout Provider's terms for payment, are the entire agreement between you and us about Permitly, and replace any earlier understanding. Any purchase order or other terms you send do not apply.

22.2 **Severability.** If any part of these Terms is found unenforceable, it will be enforced to the maximum extent allowed and the rest stays in effect.

22.3 **No waiver.** Our failure to enforce a provision is not a waiver of it.

22.4 **Assignment.** You may not assign these Terms without our written consent. We may assign them, including to an affiliate or in a merger, acquisition or sale of assets.

22.5 **Force majeure.** We are not liable for any delay or failure caused by events beyond our reasonable control, including outages of third-party providers, internet failures, natural disasters, epidemics, war, government action or labor disputes.

22.6 **Independent parties.** We are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, employment or fiduciary relationship.

22.7 **Export and sanctions.** You will comply with U.S. export and sanctions laws and will not use Permitly where prohibited.

22.8 **Notices.** We may give you notice by email to the address on your account, in the plugin, or on our website. You give us notice by email to hello@ostaraventures.co.

22.9 **Language and headings.** These Terms are written in English, and the English version controls over any translation. Headings and the summary are for convenience only.

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23. Contact

Ostara Ventures LLC
Email: hello@ostaraventures.co
Website: ostaraventures.co/permitly

Questions about these terms?

Email us and we will answer.

Permitly is a product of Ostara Ventures LLC. Permitly helps manage consent and is not legal advice; your counsel decides your policies.