

RESPOND NOW, LLC

(RESPOND FAST, POSTREMINDER, VOTEREMINDER)

TERMS OF USE

Last Updated: March 2025

PLEASE READ THESE TERMS OF USE ("Terms") CAREFULLY. These Terms govern your use of the Respond Now, LLC website and services, including Respond Fast, PostReminder, and VoteReminder. By accessing or using this Website, you agree to be bound by these Terms. If you do not agree to these Terms, do not use this Website.

1. Intended Use within the United States

This Website and services are intended for use within the United States only. Any personal information collected will be stored and processed in U.S.-based servers. If you access this Website from outside the United States, including the European Union, you consent to the transfer and processing of your data in accordance with our Privacy Policy. Our services are not intended for EU residents, but we comply with GDPR principles for any personal data we process.

2. Privacy & Data Security

Your use of this Website is governed by the Respond Now, LLC Privacy Policy, which outlines how we collect, use, and protect personal data in compliance with HIPAA, GDPR, CCPA, CAN-SPAM, and TCPA regulations.

- **Data Security:** We use industry-standard encryption, access controls, and regular security audits to safeguard personal information.
 - **Cookies & Tracking:** Our Website uses cookies and tracking technologies to enhance user experience and analyze site traffic. Users may adjust browser settings to decline cookies, but certain features may be limited. See our Privacy Policy for details.
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3. User Responsibilities & Acceptable Use

By using this Website, you agree:

- Not to engage in fraudulent, deceptive, or illegal activities.

- Not to misuse the services, including sending spam, violating TCPA/CAN-SPAM laws, or attempting to breach website security.
- To comply with all applicable laws and regulations related to privacy, consumer protection, and marketing practices.

Respond Now reserves the right to restrict, suspend, or terminate accounts that violate these Terms.

4. Service Availability & Modifications

- Respond Now aims to maintain a high level of availability but does not guarantee uninterrupted service.
 - We may temporarily suspend access for maintenance, updates, or emergency repairs and will provide commercially reasonable notice of significant downtime.
 - Respond Now reserves the right to update or modify these Terms and the Privacy Policy at any time without prior notice. Continued use of the Website after updates constitutes acceptance of the revised Terms.
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5. Third-Party Services & Integrations

- Our Services may integrate with third-party platforms. Respond Now is not responsible for service disruptions, data breaches, or compliance issues caused by third-party providers.
 - Customers are responsible for ensuring that their use of third-party integrations complies with all applicable regulations.
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6. Limitation of Liability & Indemnification

6.1 Indemnification

Customers agree to indemnify and hold Respond Now harmless from any claims, damages, or legal actions arising from their use of the Services, including but not limited to non-compliance with data privacy laws, marketing regulations, or unauthorized use of third-party intellectual property.

6.2 Limitation of Liability

- Respond Now provides the Website and services "as is", with no guarantees of uninterrupted access or error-free performance.

- To the fullest extent permitted by law, Respond Now shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of this Website or services.
 - In no event shall Respond Now's liability exceed the total amount paid by the Customer in the 12 months preceding the claim.
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7. Termination & Suspension of Use

- Respond Now reserves the right to suspend or terminate any account at our discretion if we believe the Customer has violated these Terms, engaged in unlawful activity, or posed a security risk.
 - Accounts may also be terminated due to non-payment or fraudulent activity.
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8. AI & Automation Disclaimer

- Some features within the Services may utilize automation or AI-based tools.
 - Customers are responsible for reviewing, approving, and ensuring compliance of any AI-generated content before use.
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9. Dispute Resolution & Governing Law

- Binding Arbitration: Any disputes shall be resolved through binding arbitration under AAA Rules in Alameda County, California.
 - Exceptions: This does not apply to intellectual property disputes or claims eligible for small claims court.
 - Governing Law: These Terms are governed by the laws of the State of California, without regard to its conflict of law principles.
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10. Cross-Reference to Privacy Policy

For more details on data collection, usage, security, cookies, international data transfers, and user rights under GDPR, CCPA, HIPAA, CAN-SPAM, and TCPA, refer to the Respond Now, LLC [Privacy Policy](#).

Contact Information:
Respond Now LLC

1275 A Street, Hayward, CA 94541
Email: privacy@respond-now.com

By using this Website, you acknowledge that you have read and understood these Terms and agree to comply with them.

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