# **Terms of Service**

Last updated: 8th August 2025

Hey there! Welcome to **dodd.ly** — your effortless post planner, and thank you for choosing us!

https://www.dodd.ly ("our website") is a website operated by V-L.DEV LTD ("we", "us", "our"). We are a limited company registered in England and Wales under company number 16569036, whose registered office is at 124-128 City Road, London EC1V 2NX, United Kingdom.

To contact us, please email <a href="mailto:support@dodd.ly">support@dodd.ly</a>.

These Terms of Service, together with our Privacy Policy and Cookie Policy ("Terms"), set out the rules for accessing our website and using our service to plan, create and publish posts on your favourite platforms — think of them as the playbook that keeps everything running smoothly and safely. Read on to see what's expected of you, what you can expect from us, and how we'll work together to keep your social sharing seamless and secure.

#### 1. Definitions

- "Application" means the application programming interface made available by us to plan, create and publish posts on Supported Platforms.
- "Client," "you," or "your" means any individual, entity, organisation or company that uses the Service.
- "Service" means the Application service, together with any related and connected services, provided by us.
- "Content" means any data, content, text, images, videos, or other materials and information you submit or generate using the Service.
- "Supported Platforms" currently includes: Pinterest; Bluesky; Threads; Facebook; Instagram. We may add or remove any supported platforms from time to time at our sole discretion.
- "Documentation" means any instructions, guidelines, or specifications we provide relating to the use of the Application.

# 2. Acceptance of Terms

You should read all the Terms prior to using our website.

By accessing our website, registering to the Application or otherwise accessing or using the Service, you:

1. Agree that you have read and understood, and as a condition to your use of the Service, you agree to be bound by these Terms, including our Privacy Policy and any additional terms and policies we may provide from time to time;

- 2. Confirm you are at least 18 years old, or have legal capacity and authority to enter into legally binding contracts;
- 3. Consent to our collection and use of your information as described in our <a href="Privacy">Privacy</a>
  <a href="Policy">Policy</a>.

If you do not agree to these Terms, you must not use or access our website or the Service.

# 3. Registration & Application Access

- 1. **Account Creation**. To use the Service, you must register and provide true, accurate, and complete information. You are responsible for monitoring and maintaining the confidentiality of your credentials.
- Application Login Credentials. You must not share your login credentials or allow unauthorised use. You are solely and fully responsible for all activity conducted under your credentials at all times.
- Usage Limits. Your Application account may be subject to rate limits and quotas as set out in our Documentation. We may permanently or temporarily suspend or terminate your usage or access to the Service without notice or liability if, in our reasonable determination, you violate any of these Terms or engage in any prohibited conduct.

### 4. Service Usage & Limitations

- 1. **Data deletion.** Deleted content is permanently removed and cannot be recovered. We do not offer backup or data restoration services.
- Service interruptions. We aim to maintain and provide reliable access to the service; however, we cannot guarantee uninterrupted availability. Temporary service interruptions may occur due to scheduled maintenance, system updates, or issues related to third-party providers outside of our control.
- 3. **Disruption liability.** We are not liable for any disruptions or downtime caused by circumstances beyond our reasonable control, including but not limited to internet outages, force majeure events, or failures of third-party services.

#### 5. Your Responsibilities

- Compliance. You must comply with all applicable laws, regulations, these Terms and the terms of service of each Supported Platform relating to the use of, or otherwise connected with our website or the Service.
- Content Standards. You may only publish Content that you own or have the right to use, that does not infringe third-party rights (including copyright or other proprietary or intellectual property rights), and that complies with these Terms and all applicable platform rules.

3. **Security**. You agree to implement and maintain reasonable security measures to protect your credentials, Application access and any data or content you manage via the Service. You should use your own virus protection software.

#### 6. Prohibited Conduct

You must not, directly or indirectly (which includes permitting or encouraging anyone else):

- Reverse-engineer, decompile, temper with or otherwise attempt to extract the source code of the Application, Service and website, circumvent any security or authentication measures of the Service or attempt to gain unauthorised access to the Service or related systems, networks or data.
- Use the Service to infringe any copyright, trademark, privacy, or other third-party rights.
- Send spam or unsolicited messages via any Supported Platform.
- Interfere with or disrupt the integrity or performance of the Service.
- Copy, distribute, or disclose any part of the Service in any medium.
- Solicit any users of the Service for commercial purposes.
- Alter, damage, reproduce, modify, publicly display or perform, encode, translate, or create derivative works from, or reverse-engineer any portion of the Service or related intellectual property, including its source code, software, and Documentation without our express written consent.
- Use, permit, authorise or attempt the use of, any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or services accessed via our website including the Service.
- Misuse our website or the Service by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to access the Service via another user's account without their permission, gain unauthorised access to our website, the server on which our site is stored or, any server, computer or database connected to our website.
- Submit (or post, upload, share or otherwise provide) any Content or other information that (i) infringes our or a third party's intellectual property, privacy or other rights or that you don't have the right to submit or disclose; (ii) that is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, harassing, hateful, religiously, racially or ethnically offensive, that encourages illegal or tortious conduct, or that is otherwise inappropriate in our sole discretion; (iii) contains viruses, bots, worms, scripting exploits or other similar materials; (iv) could otherwise cause damage to us or any third party.

#### 7. Fees, Payment and Refunds

#### 7.1. Payment and Billing

- Subscription Plans. Access to or use of the Application may require a paid subscription. Details of pricing and features are set out on our website. Before making any payment, you will have the opportunity to review and accept the fees that will be charged. Any upcoming plan changes will be disclosed within a reasonable notice period.
- 2. **Free Trials and Initial Periods.** Your subscription may begin with a free trial, during which no charges will be applied. At the end of the trial period, you will not be automatically enrolled in a paid plan; instead, your account will transition to our free plan with limited features with an option to subscribe to a paid plan.
- 3. **Billing**. Fees are billed in advance on a monthly or annual basis, as specified in the relevant subscription.
- 4. Payment processing. Our order process is conducted by our online reseller <u>Paddle.com</u>. <u>Paddle.com</u> is the Merchant of Record for all our orders. Paddle provides all customer service inquiries and handles returns. By subscribing to our service, you authorise this provider to charge your payment method for the applicable subscription fees, including any recurring charges.
- 5. **Payment details.** We do not store, process, or have access to your full credit card or payment details. All sensitive payment information is handled directly by our third-party payment processor in accordance with PCI-DSS (Payment Card Industry Data Security Standard) compliance requirements.
- 6. Taxes. We may collect taxes on the fees if we have a legal obligation to pay or collect taxes for the services provided to you. Such taxes can include, but are not limited to value-added, sales, use, or withholding taxes, that may be levied in any jurisdiction.
- 7. **Suspension for Non-Payment**. If you fail to pay any fees when due, we may suspend or terminate your access to the Service.

### 7.2. Refund Policy

- 1. Annual Plan. We offer a 30-day money-back guarantee exclusively for users who purchase an annual subscription plan. If you are not satisfied with the service for any reason, you may request a full refund within 30 days of your initial purchase of an annual plan. Refund requests must be submitted in writing to <a href="mailto:contact@dodd.ly">contact@dodd.ly</a> and include the reason for the request. This guarantee is only available for first-time purchases of an annual subscription and does not apply to renewals, upgrades, or plan changes.
- 2. **Monthly (Rolling) Plan.** Monthly (rolling) subscription plans are non-refundable. Once a monthly billing cycle has started, no partial or full refunds will be issued, even if the subscription is canceled before the end of the billing period.
- Exceptional Circumstances. In rare cases (such as documented billing errors or duplicate charges), refunds may be issued at our sole discretion. Please contact us at <u>contact@dodd.ly</u> to request any refund and include the reason for the request.

- 4. **Third-Party Payment Processors**. Payments are processed by our third-party payment provider, and any refund eligibility and processing may be subject to their terms and conditions.
- 5. **Cancelation Policy.** You may cancel your subscription at any time. Your access will remain active until the end of the current billing cycle, and no further charges will be incurred. Cancelation does not automatically entitle you to a refund.

### 8. Intellectual Property

- 1. **Our Rights**. We retain all right, title, and interest in and to the Application, Service, and Documentation, including all modifications and enhancements thereof. We expressly reserve all rights in and to our website and any other associated sites and/or domain names, logos, service marks, trading names and/or trade marks.
- 2. Brand and logos. All brand, product and service images, logos and names used in the Service that identify us, our suppliers or our customers, and our or their proprietary products and services are our or their respective trademarks or service marks. Nothing in these Terms shall be deemed to confer on any person any license or right with respect to any such image, logo or name.
- 3. Your Content. You retain ownership of, all copyright and other intellectual property rights in all Content. By submitting Content, you grant us a worldwide non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, store, reproduce, distribute, publicly display, modify, and transmit it in connection with the Service, in any media formats or in tangible form and through any media channels now known or hereinafter developed.

### 9. Limitation of Liability

- 1. Disclaimer of Warranties. The Service is provided "as-is" and "as-available." To the fullest extent permissible by law, we exclude and disclaim all warranties, terms and representations whether express, implied, statutory, or otherwise in relation to the Service or your use of our website. We do not represent or warrant that our website will be error-free, free of viruses or other harmful components, or that defects will be corrected. The Documentation may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Documentation.
- 2. Limitation of Damages. To the fullest extent permitted by law, our liability for any claim arising out of or relating to these Terms or the Service shall not exceed the total fees paid by you in the three (3) months preceding the event giving rise to liability. We shall not be liable for any indirect, incidental, special, or consequential damages or otherwise, even if advised of the possibility of such damages. We are not responsible for any loss of content, data corruption, accidental deletion, or other unintended outcomes resulting from your use of the service.

#### 10. Indemnification

You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, and agents from any claims or demands, liabilities, damages, losses, or expenses arising from:

- Your use of the Application and Service;
- Your breach of these Terms;
- Your Content;
- Your violation of any applicable law or the rights of any third party.

#### 11. Termination

- 1. By You. You may terminate your subscription at any time via your account settings.
- 2. **By Us**. We may suspend or terminate your access to the Service immediately, at any time for any reason at our sole discretion, including if you breach these Terms, for non-payment, or to comply with applicable law.
- 3. Effect of Termination. Upon termination, your right to access and use the Service will terminate immediately, and we may delete or archive your Content [in accordance with our Data Retention Policy]. We will not have any liability whatsoever to you for any termination under these Terms, including for termination of your subscription or deletion of your Content.

## 12. Changes to Terms

We may change or update these Terms from time to time, by posting revised terms on our website and updating the "Last updated" date, and your continued use of our website or the Service shall be your acceptance of such changes.

## 13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any matter or dispute arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

To the extent that our website or the Service would infringe any law of a jurisdiction other than England and Wales, then you are prohibited from accessing or using our website or the Service or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms.

#### 14. General Provisions

 Entire Agreement. These Terms and any documents expressly incorporated by reference constitute the entire agreement between you and us regarding the use of the Service.

- **Severability**. If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Assignment**. We may transfer our rights and obligations under these Terms to another organisation.
- **Waiver**. No waiver of any term or condition shall be deemed a further or continuing waiver of such term or condition.