Terms and Conditions for SortSimpli

Last Updated: 12/1/2024

Welcome to SortSimpli, a mobile application designed to assist users in organizing their personal belongings during moving or storage. These Terms and Conditions ("Terms") govern your access to and use of the SortSimpli mobile application ("App") and related services ("Services"). By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

## 1. Acceptance of Terms

These Terms constitute a legally binding agreement between you ("User") and SortSimpli LLC ("Company," "we," "us," or "our"). Your use of the App and Services is conditioned upon your acceptance of and compliance with these Terms.

## 2. Eligibility

To use the App, you must:

Be at least 18 years of age or have parental/guardian consent.

Have the legal capacity to enter into this agreement. By using the App, you represent and warrant that you meet these requirements.

#### 3. Use of the App

You may use the App only for lawful purposes and in accordance with these Terms. You agree not to:

Use the App for any illegal or unauthorized purpose.

Interfere with the security, performance, or functionality of the App.

Upload, store, or share any content that is illegal, harmful, defamatory, or violates the rights of others.

# 4. Account Creation and Security

To access certain features, you may be required to create an account. You agree to:

Provide accurate, current, and complete information during registration.

Maintain the confidentiality of your login credentials.

Notify us immediately of any unauthorized access or use of your account.

# 5. Intellectual Property

The App, including all content, features, and functionality, is owned by SortSimpli LLC and protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to use the App solely for its intended purpose. You may not copy, modify, distribute, or reverse engineer any part of the App.

#### 6. User-Generated Content

The App allows you to upload photos, descriptions, and other content ("User Content"). By uploading User Content, you:

Grant SortSimpli LLC a non-exclusive, worldwide, royalty-free license to use, store, and display your User Content for the operation of the App.

Represent and warrant that you own or have the necessary rights to upload and share the User Content.

## 7. Third-Party Integrations

The App may integrate with third-party services to enable the sale or donation of items. SortSimpli LLC is not responsible for the actions or policies of these third-party services. Your interactions with such services are governed by their respective terms and conditions.

## 8. Privacy

Your privacy is important to us. Our use of your personal information is governed by our Privacy Policy. By using the App, you consent to the collection, use, and sharing of your information as outlined in the Privacy Policy.

## 9. Fees and Payments

Certain features or services may be offered for a fee. All fees are non-refundable unless expressly stated otherwise. You are responsible for any taxes associated with your use of paid features.

#### 10. Disclaimer of Warranties

The App is provided "as is" and "as available" without any warranties of any kind, express or implied. We do not guarantee that the App will be error-free, secure, or operate without interruption.

## 11. Limitation of Liability

To the fullest extent permitted by law, SortSimpli LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of the App.

#### 12. Indemnification

You agree to indemnify, defend, and hold harmless SortSimpli LLC, its affiliates, and its employees from any claims, liabilities, damages, or expenses arising out of your violation of these Terms or your use of the App.

#### 13. Termination

We reserve the right to suspend or terminate your account or access to the App at our sole discretion, without prior notice, for any reason, including a violation of these Terms.

# 14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of law provisions.

# 15. Changes to Terms

We may update these Terms from time to time. Any changes will be effective upon posting. Your continued use of the App after the posting of revised Terms constitutes your acceptance of the changes.

# 16. Contact Us

If you have any questions or concerns about these Terms, please contact us at:

SortSimpli LLC

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