



## Terms of Use

### Terms of Use

#### 1. Operators of Site

a. This site is operated by Plutus Systems INC. Plutus Systems may be contacted at <https://ppcentourage.com/contact>.

b. By accessing, downloading, installing, or using **PPC Entourage** sites, software, and/or services, whether or not you become a registered user (“User”, “You”, “Yourself”, “Your”), You agree to be bound by these Terms, which You acknowledge that You have read and understood.

2. Information provided on <https://ppcentourage.com> and any sub-domains or related domains:

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d. Unless otherwise indicated on this website, you may display, download, archive, and print a single copy of any information on this website, or otherwise distributed from for such personal, non-commercial use.

e. When you download copyrighted material you do not obtain any ownership rights in that material.

3. By using PPC Entourage sites, software, and/or services, you agree to and accept the following terms, conditions, and notices:

a. We reserve the right to change, update, and revise these terms of use at our sole discretion. By using this site after we post any changes to these Terms and Conditions, you agree to accept those changes, whether or not you have reviewed them. Please check back often to review any updated terms.

b. You agree to not use this site for any unlawful purpose and agree that you will not:

I. Harass, stalk or otherwise abuse another user

II. Transmit or otherwise make available any content that is false, harmful, threatening, abusive, tortuous, defamatory, libelous, disparaging (including disparaging of the Site), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion)

III. Transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party

IV. Upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party's uninterrupted use and enjoyment of the Site

V. Impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to us, including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason.

VI. Transmit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes

VII. Violate any applicable local, state, federal or international law, rule or regulation.

VIII. You agree at all times to defend, indemnify and hold harmless Plutus Systems INC. and its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

4. Confidentiality and trade secrets:

a. You acknowledge and agree that all content and materials available on this site, including but not limited to systems, designs, wording, colors and graphics are proprietary trade secrets

protected by copyrights, trademarks, service marks, patents, or other proprietary rights and by other laws and that their use is restricted by the terms of this agreement.

b. Use of the content or materials on this site for any purpose without written permission from Plutus Systems INC. is strictly prohibited. You further agree that you will create no derivative works of this site or the products offered within.

#### 5. DISCLAIMER:

a. PPC ENTOURAGE MAKES NO WARRANTIES OF ANY KIND (EITHER EXPRESSED OR IMPLIED) CONCERNING THE MATERIALS ON THE SITE. FURTHER, PPC ENTOURAGE DOES NOT WARRANT THAT TRANSMISSION OF THE MATERIALS WILL NOT BE INTERRUPTED NOR DOES IT WARRANT THAT THE MATERIALS WILL CONTAIN NO ERRORS NOR THAT THEY WILL BE ACCURATE.

PPC ENTOURAGE DO NOT WARRANT THAT THE SITE ITSELF OR THE SERVER WHICH TRANSMITS IT WILL BE FREE OF VIRUSES OR ANYTHING ELSE THAT MIGHT BE HARMFUL. NOR DO WE WARRANT THAT ANY DEFECTS WILL BE CORRECTED. YOU ALONE ASSUME ALL RISK ASSOCIATED WITH USE OF THE SITE, INCLUDING THE FULL COST OF ANY NECESSARY REPAIR OR SERVICE TO YOUR COMPUTER.

b. BY USING THE SITE YOU WAIVE ANY CLAIM WHATSOEVER AGAINST PLUTUS SYSTEMS INC. WHICH ARISES FROM YOUR USE, WHETHER INTENDED OR NOT, OF ANY OTHER SITE. THIS WAIVER SPECIFICALLY INCLUDES ANY CLAIM ARISING FROM A PRODUCT AND/OR SERVICE WHICH YOU PURCHASE FROM ANY SITE OTHER THAN <https://ppcentourage.com> AND ANY CLAIM ARISING FROM SECURITY OF INFORMATION (INCLUDING, BUT NOT LIMITED TO CREDIT CARD INFORMATION) WHICH YOU USE ON THIS SITE.

c. PPC ENTOURAGE ASSUME NO RESPONSIBILITY FOR ANY CONTENT WHICH YOU FIND ON SITES THAT LINK EITHER TO OR FROM THE SITE. THIS INCLUDES RESPONSIBILITY FOR THE ACCURACY OR COMPLIANCE WITH ANY LAWS AND FOR ANY VIRUSES OR OTHER HARMFUL THINGS WHICH MAY BE CONTAINED IN THESE SITES. NOR IS PPC ENTOURAGE RESPONSIBLE SHOULD ANY SITE LINK YOU TO A SITE WHICH YOU FIND OFFENSIVE.

d. PPC ENTOURAGE DOES NOT ENDORSE OR WARRANT THE QUALITY OF ANY GOODS YOU BUY FROM ANY SITE OTHER THAN THE SITE. PPC ENTOURAGE AND PLUTUS SYSTEMS INC. SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM EITHER YOUR USE OF THE SITE OR YOUR INABILITY TO USE IT OR FROM YOUR USE OF ANY SITE LINKED FROM OR TO THE SITE. THIS LIMITATION INCLUDES ANY CIRCUMSTANCE IN WHICH PPC ENTOURAGE AND PLUTUS SYSTEMS OR ITS REPRESENTATIVE HAS BEEN ADVISED OF POTENTIAL LIABILITY. CERTAIN APPLICABLE LAWS MAY NOT ALLOW ALL THE LIMITATIONS OF LIABILITY DESCRIBED HEREIN. SHOULD THAT BE THE CASE, PLUTUS SYSTEMS AND PPC ENTOURAGE'S TOTAL LIABILITY TO

YOU FOR LOSSES, DAMAGES, CAUSES OF ACTION, AND/OR NEGLIGENCE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU (IF ANY) TO ACCESS THE SITE.

e. PPC ENTOURAGE TAKES NO RESPONSIBILITY FOR ANY INFORMATION SHARED OR DATA TRANSMITTED ON THIRD-PARTY SITES OR GROUPS MODERATED BY PPC ENTOURAGE. USE OF THIRD-PARTY SITES OR GROUPS MODERATED BY PPC ENTOURAGE IS AT THE USER'S DISCRETION AND OWN RISK, AND MODERATION OF SAID GROUPS OR SITES DOES NOT REFLECT AN ASSUMPTION OF OWNERSHIP OF THE SITE OR RESPONSIBILITY FOR USER INTERACTION. THIRD-PARTY SITES MAY HAVE THEIR OWN TERMS OF USE/TERMS OF SERVICE WHICH USERS ARE EXPECTED TO ABIDE BY. PPC ENTOURAGE IS NOT RESPONSIBLE FOR ANY USER INFRACTION OR VIOLATION OF THIRD-PARTY TERMS OF SERVICE/TERMS OF USE.

6. Notice about testimonials:

a. Testimonials are all true, reflect the opinions and experiences of real users of PPC Entourage's products, and are submitted to PPC Entourage voluntarily by customers.

b. If you would like to submit a testimonial to PPC Entourage, you agree that it becomes the exclusive property Plutus Systems INC., which for example includes the rights to reproduce, edit (for length but not general content), and/or publish the testimonial, which may include your name or initials and city/state/country of residence.

c. Some customers that have submitted testimonials may have received a special product or service in appreciation for the time they invested to write or record their testimonials.

7. Refunds:

a. if you are not 100% satisfied with your purchase, we will refund payment for your initial subscription's first month invoice. Refunds apply only to monthly subscriptions for software access and requests will be honored for up to 365 days from the purchase date. Requests for refunds after 365 days, requests for refunds on annual subscriptions (example: Loyalty Plan subscriptions), requests for refunds on client services (example: Entourage Management Services), and requests for refunds on subscriptions beyond initial software subscriptions or invoices beyond the first month of your initial software subscription will be denied.

b. Refunds and/or prorates will not be granted based upon use, frequency, or duration of logins or client use, nor will they be based upon how recently the client has used the system.

c. All transactions are conducted in United States dollars (USD) and no adjustment for changes in foreign exchange rates will be made.

8. Passwords:

a. to use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. Where available, you may also choose to login via third-party portals (example: by use of Amazon login). PPC Entourage is in no way responsible for the security of third party logins or for the safety or security of your password held by third parties or on outside servers.

b. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

#### 9. Terms and Conditions Specific to Monthly Subscriptions

a. By providing your credit card and other information, agreeing to this Terms and Conditions, or selecting the “Purchase” button (or similar such button for monthly subscriptions) displayed on <https://ppcentourage.com>, you are purchasing a monthly subscription and are agreeing to allow us to charge your credit card for amounts payable to us pursuant to this subscription.

b. You acknowledge and understand that you can cancel anytime by logging into your account and visiting the Billing section. You may also submit a support ticket, or e-mail [info@ppcentourage.com](mailto:info@ppcentourage.com). Cancellations via client billing section are immediate, however cancellation via contacting support may take up to 3-5 business days. You may also call (929) 356-5008. Calling support for cancellation may take up to 3-5 business days to process.

c. Your PPC Entourage membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment to use the PPC Entourage service. We will bill the monthly membership fee to the payment method used when signing up unless updated or changed by subscriber. You must cancel your membership before it renews each month in order to avoid billing of the next month’s membership fees to your Payment Method

d. Trial Subscriptions: Your PPC Entourage membership may start with a trial. The trial period of your membership lasts for 14 days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Trials are for new and certain former members only. PPC Entourage reserves the right, in its absolute discretion, to determine your trial eligibility

#### 10. Terms and Conditions Specific to Multiple Payment Purchase Offers.

a. By providing your credit card and other information, agreeing to this Terms and Conditions, or selecting the “Purchase” button (or similar such button for multiple payment purchase offers) displayed on <https://ppcentourage.com>, you are purchasing immediate and full access to the purchased product. You are agreeing to allow us to charge your credit card pursuant to the multiple payment purchase offer.

b. You agree that by accepting the multiple payment purchase offer that you are agreeing to pay the total amount due per the original purchase. **UNLIKE A MEMBERSHIP SUBSCRIPTION, MULTIPLE PAYMENT PURCHASE OFFERS CANNOT BE “CANCELLED” PRIOR TO FULL PAYMENT SINCE YOU HAVE FULL ACCESS TO ALL THE PRODUCTS WHEN PURCHASED. YOU ARE RESPONSIBLE FOR THE FULL AMOUNT OF THE PURCHASE PRICE UPON DELIVERY OF THE PRODUCT.**

c. You agree to pay the amount(s) due per the Multiple Payment Purchases offer.

d. You agree to pay the costs of collecting past due bills including attorney, court, and collection agency costs.

11. Access to Website:

a. this website is not intended to be viewed by minors or anyone under the age of 18. By entering this site, you are agreeing that you are over the age of 18.

12. Final Provisions

These Terms of Use and all business relations between PPC Entourage and the User are subject to United States law and any and all legal matters are subject to the laws within the jurisdiction of the State of New York.

Any amendments and supplements to these terms must be made in writing and signed and dated by the User and an authorized representative of Plutus Systems INC.

Should individual provisions of these terms be or become invalid in whole or in part, the Terms of Use shall remain valid in all other respects. In the event of such invalidity, the invalid provision shall be replaced by the legal provision.