

# Terms of Service

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## Schedulr Terms of Service

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These Terms of Service ("Terms") are a binding agreement between you and **Holicow LLC**, a Washington State limited liability company ("Holicow", "we", "us"), governing your use of **Schedulr**, an online appointment scheduling service at `schedulr.biz` and related web applications (the "Service"). By creating an account, completing onboarding, creating or administering an organization, or otherwise using the Service, you agree to these Terms. If you do not agree, do not use the Service.

These Terms incorporate our [Privacy Policy](#) and, for organization owners processing EU/EEA/UK personal data about customers or staff, our [Data Processing Addendum](#) (see Section 1), which together with these Terms form the agreement between you and Holicow.

If you use Schedulr on behalf of a business, you represent that you have authority to bind that business and "you" includes the business and its authorized users.

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### 1. Eligibility & Acceptance

- You must be at least **18 years old** to create or administer an organization on Schedulr (as an owner or staff member with administrative access). By accepting these Terms you represent that you have the legal capacity to enter into this agreement.
- **Incorporated documents.** Our [Privacy Policy](#) and, for organization owners processing EU/EEA/UK personal data, our [Data Processing Addendum](#) are incorporated into and form part of these Terms by reference. By accepting these Terms you also accept those documents where they apply to you. If there is a conflict, the DPA controls for processor obligations over EU/EEA/UK personal data, then these Terms, then the Privacy Policy.
- Schedulr is **not a service for children**. You must not use the Service to collect or process personal data about anyone under 13 years of age. Personal data about minors aged 13-17 is permitted only under Section 4 (Minor Customer Data), which requires a valid lawful basis and any required authorization.
- **Definitions.** An "**organization**" (or "**tenant**") is the business account you create on Schedulr. An "**owner**" is the user who creates and controls the organization. "**Staff**" are users the owner invites to manage scheduling. A "**customer**" (or "**end-customer**") is a person who books an appointment with your business through Schedulr. "**Booking data**" is personal data about customers and appointments that you or your customers enter into the Service. A "**data subject**" is a living person whose personal data is processed through the Service.

### 2. The Service

Schedulr provides online scheduling, booking management, staff and location management, customer notifications, and related tools for small service businesses. Features may change over time. We may add, modify, or discontinue features with reasonable notice when practical.

Schedulr is a scheduling tool. It is not designed or guaranteed for use as a system of record for legal, medical, financial, emergency, or life-safety purposes, and you must not rely on it where a delay, error, or unavailability could cause injury, loss, or legal harm.

**Future payment features.** Schedulr may in the future offer optional features that let organizations accept payments from their own customers through a third-party payment provider (connected accounts or similar). Those features, if enabled, will be governed by separate terms and provider agreements and are not part of your platform subscription described in Section 3.

## 3. Subscriptions, Billing & Refunds

### 3.1 Plans and pricing

Schedulr offers paid subscription plans for organizations. Current plans and display prices (before tax) are:

Plan	Monthly	Annual (pay 11 months, get 12)
<b>Schedulr Solo</b>	\$18/month	\$198/year
<b>Schedulr Multi-Location</b>	\$25/month	\$275/year

Plan names, features, and prices are also shown during onboarding and on the billing page. We may change plan pricing for **new** subscriptions with advance notice; changes to existing paid subscriptions will be communicated before they take effect.

Platform subscription fees are separate from any payments your business may later accept from **your customers** through optional third-party payment features (if and when enabled).

### 3.2 Free trial

New organizations receive a **30-day free trial** with full access to subscription features applicable to the plan selected at onboarding.

- **No credit card is required** to start the trial.
- Trial and grace periods are enforced by Schedulr; they are not Paddle-managed trials.
- You may stop using the Service during the trial and, when available, export your data (Section 10).

### 3.3 Grace period and subscription

When your free trial ends:

1. **Day 31 (first day after the 30-day trial):** Continued use requires an active paid subscription.
2. **Grace period:** You have an additional **15 days** after the trial ends to subscribe before access is restricted under Section 9.
3. **Subscribe via Paddle:** During the grace period, organization owners must complete checkout through **Paddle**, our payment processor, and select a monthly or annual plan. When you subscribe, your **first** platform charge covers the billing period **beginning on your trial end date** (backdated to that date for the first paid period only). Subsequent renewals are not backdated.
4. **Renewals:** After your first paid period, subscription fees renew automatically through Paddle at the start of each new billing period (monthly or annual, according to your plan) until you cancel.

If you do not subscribe before the grace period ends, Section 9 applies.

### 3.4 Paddle as Merchant of Record

All platform subscription purchases are processed by **Paddle.com Market Limited** and its affiliates ("**Paddle**"). Paddle is the **merchant of record** for platform subscription fees and handles payment collection, invoicing, applicable sales tax or VAT at checkout, and refund processing in accordance with Paddle's policies and applicable law.

- We do not collect or store your full payment-card numbers on Schedulr's servers for platform billing.
- You authorize Paddle to charge your selected payment method for recurring subscription fees and applicable taxes until you cancel.
- You may manage or cancel your subscription through the billing area in Schedulr or through Paddle's customer portal, as made available.
- Cancelling stops future renewals; it does not automatically refund the current billing period except where required by law or Paddle policy.

### 3.5 Refunds

Because every organization includes a **30-day free trial** and a **15-day grace period** that let you evaluate the Service before subscribing, subscription fees are generally **non-refundable** once a paid billing period begins, except where a refund is required by applicable law or granted under Paddle's merchant-of-record policies. Subscriptions are billed in advance for the selected billing period (monthly or annual) and are not prorated for partial periods, downgrades, cancellation, or non-use, except where required by law.

### 3.6 Billing communications

We send email notices about billing, including reminders before renewal (for example **two days before** a scheduled payment), notices when your trial is ending, and notices when subscription is required. You agree to maintain a valid owner email address and to monitor these messages.

## 4. Organization Owner Obligations & Data-Controller Responsibilities

If you create or administer an organization, you acknowledge and agree that:

- You are the **data controller** for booking data and other personal data your organization collects about customers and staff through Schedulr. Holicow acts as a **data processor** on your behalf and processes that data only on your documented instructions to provide and secure the Service.
- Where you process personal data of individuals in the EU, EEA, or United Kingdom, our [Data Processing Addendum](#) ("**DPA**") is incorporated into these Terms and governs that processing in accordance with Article 28 of the GDPR (and the UK GDPR), including processing instructions, confidentiality, sub-processors, security, assistance with data-subject rights, breach notification, deletion or return of data, audits, and international-transfer safeguards.
- You have a lawful basis and, where required, the consent of every person whose data you collect, and the right to upload their information.
- You are responsible for ensuring your use of Schedulr complies with all laws that apply to your business, including privacy, data-protection, consumer-protection, cancellation, and electronic-communications laws (such as the GDPR, UK GDPR, and the CCPA/CPRA where applicable) in your jurisdiction and the jurisdiction of any data subject.

- You are responsible for your customer-facing policies (including cancellation and refund rules for your services) and for how staff use the Service.
- Schedulr provides tools to help you manage bookings, customers, and data. These tools assist your compliance; they do not guarantee it, and Holicow does not assume responsibility for your compliance as a controller.
- You will respond to data-subject requests (access, rectification, erasure, withdrawal of consent) for data you control. If a data subject contacts Holicow directly about booking data in your organization, we will, where lawful, forward the request to you as the controlling organization owner and assist as described in the DPA.

## 5. Minor Customer Data (Ages 13-17)

Schedulr is not intended for children under 13, and you must not collect or process their personal data (Sections 1 and 7). For minors aged 13-17 — including minors below the local age of digital consent — you must have a valid lawful basis and any required parent, guardian, school, organizational, or other legally required authorization. The age of digital consent governs a minor's ability to self-consent to a service; it does not, by itself, prohibit processing a 13-17-year-old's data where another lawful basis applies.

Organization owners may process such personal data only for a legitimate scheduling purpose — such as a school, youth sports program, club, congregation, family, civic, or community organization. If your organization processes data about a minor, you represent, warrant, and agree that:

- you are an adult (or an authorized representative of the organization), and you have all authority, notices, consents, parental or guardian permissions, and lawful bases required by applicable law;
- you will obtain parent or guardian authorization where required, and provide notice to the minor and parent/guardian where appropriate or required;
- you will limit access to a minor's data to staff and others with a genuine need to know;
- you will not use minor data for advertising, unrelated marketing, profiling, sale, sharing, scraping, or any purpose unrelated to operating your scheduling service;
- you will not upload special-category or sensitive data about a minor (such as health, disability, or injury information) unless it is legally permitted and strictly necessary for your scheduling purpose; and
- you will promptly honor removal, correction, access, and withdrawal requests from the minor, their parent or guardian, or a legal representative, subject to applicable law.

Holicow provides tools to support these obligations but does not verify any organization's authority, lawful basis, parental consent, or local compliance. As between you and Holicow, you remain solely responsible for the lawful handling of minor data in your organization.

## 6. Privacy & Data Protection

- Our [Privacy Policy](#) explains how Holicow collects, uses, retains, and protects personal data, and is incorporated into these Terms.
- **Roles.** For booking data inside your organization, the organization owner is the controller and Holicow is the processor (see Section 4). For account, platform billing, support, security, fraud-prevention, and operational data about users of the Service, Holicow acts as an independent controller; that processing is governed by the Privacy Policy.

- **No sale of personal information.** Holicow does not sell personal information and does not share it for cross-context behavioral advertising; the Service carries no advertising.
- **Your rights.** Depending on where you live, you may have rights to access, correct, delete, port, or restrict your personal data, and to opt out of certain processing — including under the GDPR/UK GDPR (EU/EEA/UK/Switzerland) and the CCPA/CPRA (California). The Privacy Policy explains these rights and how to exercise them.
- **International transfers.** The Service is operated from the United States. Where personal data is transferred from the EU, EEA, UK, or Switzerland to the United States or other countries, we rely on appropriate safeguards — such as Standard Contractual Clauses, an adequacy decision, or Data Privacy Framework participation where applicable — as described in the Privacy Policy and DPA.

## 7. Acceptable Use Policy

You agree not to use the Service for any of the following, and you will ensure your organization's bookings and customer data do not involve:

- Pornographic, obscene, or sexually explicit content.
- Child sexual abuse material (CSAM) or any content that sexualizes minors. Holicow maintains a zero-tolerance policy: such material will be removed, the account terminated, and the matter reported to the National Center for Missing & Exploited Children (NCMEC) and law enforcement.
- Content that promotes violence, harassment, or discrimination.
- Scraping, bulk harvesting, or automated extraction of data from the Service.
- Unsolicited marketing, spam, or misuse of contact information.
- Collecting personal data on children under 13 (COPPA). Personal data about minors aged 13–17 is permitted only under Section 5.
- Any content or use that is illegal in your jurisdiction or the jurisdiction of any data subject.

To report prohibited content, contact [support@schedulr.biz](mailto:support@schedulr.biz).

## 8. User Content & Customer Data

- You retain ownership of the content and booking data you upload. You grant Holicow a limited license to host, process, back up, and display that content solely to operate the Service.
- You are responsible for the accuracy of services, availability, staff assignments, and customer communications you configure.
- Customers who book through your public scheduling pages provide information directly to your organization. Holicow processes that information on your instructions as described in the Privacy Policy and DPA.

## 9. Suspension for Non-Payment & Access Restrictions

If your organization does not maintain an active paid subscription after the trial and grace period:

- **Booking, scheduling, and other paid features will stop working** for your organization.
- **Staff and owners** may be unable to use administrative features that depend on an active subscription.

- Organization **owners** may still access billing-related pages and **export organization data** as described in Section 10 for a limited time.

We may suspend or terminate access immediately for material breach, abuse, fraud, or legal requirement.

## 10. Data Export

Organization **owners** may request an export of organization data in **CSV** format (provided as a downloadable archive). Exports include business data you entered into Schedulr (such as services, staff, locations, availability, customers, and bookings) subject to technical limits documented in the product.

Exports are intended to let you retain your records and migrate to another service. Export availability may continue after subscription lapse until data deletion under Section 11.

## 11. Data Retention and Deletion

When your organization no longer has active subscription access:

- You may export your data (Section 10).
- We retain organization and booking data for up to **90 days** after access ends to allow export and support inquiries.
- After that retention period, we **delete or anonymize** organization and customer booking data stored for your tenant through automated processes, except where we must retain minimal records for legal, tax, fraud prevention, or enforcement purposes (such as immutable legal acceptance logs and limited billing metadata from Paddle).

Deletion is **automated** after the retention period. You are responsible for exporting data you wish to keep before deletion.

## 12. Security & Breach Notification

- Holicow maintains reasonable administrative, technical, and physical safeguards designed to protect personal data, including encryption in transit and access-controlled storage. No system is perfectly secure, and we do not guarantee that the Service cannot be compromised.
- Where Holicow acts as your processor and becomes aware of a personal-data breach affecting your organization's booking data, we will notify you without undue delay and, where feasible, within 72 hours of confirming the breach, and provide the information reasonably available to help you meet your own notification obligations, as further described in the DPA.

## 13. Service Provided "As Is"; Limitation of Liability

- The Service is provided **"as is"** and **"as available"**, without warranties of any kind, express or implied. We do not warrant uninterrupted or error-free operation.
- To the maximum extent permitted by law, Holicow will not be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, or goodwill.
- The total liability of Holicow LLC and its owners, members, managers, officers, employees, contractors, agents, affiliates, and service providers arising out of or relating to the Service is limited to the amount you paid for the Service in the **twelve months** preceding the claim (or USD \$100 if you paid nothing). Nothing in these Terms

limits liability that cannot be limited under applicable law.

Some jurisdictions do not allow certain limitations; in those cases our liability is limited to the fullest extent permitted by law.

## **14. Indemnification**

You agree to indemnify and hold harmless Holicow LLC and its owners, members, managers, officers, employees, contractors, agents, affiliates, and service providers from any claims, damages, or expenses (including reasonable legal fees) arising from your organization's use of the Service, booking data you or your customers provide, your violation of these Terms, or your violation of any law or the rights of any third party.

## **15. Export & Sanctions Compliance**

You represent that you are not located in, and will not use the Service from, any country or by any person subject to applicable U.S. or other export-control or economic-sanctions restrictions, and that you will not use the Service in violation of such laws.

## **16. Termination**

You may stop using the Service at any time. We may terminate or suspend the Service or your account with notice where reasonable, or immediately for cause. Upon termination, Sections 10, 11, 13, 14, and 17 survive.

Consent and acceptance audit records may be retained as required for legal compliance.

## **17. Changes to These Terms**

We may update these Terms. When we do, we will publish a new version at [/tos](#) and, the next time you use the Service as an owner or administrator, ask you to review and accept the updated Terms before continuing. Material changes will be summarized.

Prior versions remain archived for reference.

## **18. Governing Law & Your Local Rights**

- These Terms are governed by the laws of the **State of Washington, USA**, without regard to conflict-of-laws principles, and venue and jurisdiction lie in Washington — except where prohibited by applicable law.
- Nothing in these Terms deprives you of the protection of mandatory consumer-protection or data-protection laws of your country of residence. If you reside in the EU, EEA, United Kingdom, Switzerland, Norway, or Iceland, the mandatory provisions of your local law apply where they would otherwise be overridden, and you may bring proceedings in the courts of your usual place of residence.

## **19. Contact**

**Holicow LLC** 1164 Palmer Loop Chewelah, WA 99109, USA

[support@schedulr.biz](mailto:support@schedulr.biz)