Terms of Service

A Seat Awaits

Last updated: July 12, 2026

Who We Are

Heartline Event Solutions LLC, a Texas limited liability company (“Company”, “we”, “us”, “our”) provides the A Seat Awaits application and related services (the “Service”).

Registered address: 5900 Balcones Drive STE 100, Austin, Travis County, TX 78731 US
Support: support@aseatawaits.com
Mailing address: 5900 Balcones Drive Ste 100, Austin, TX 78731 US

1. Agreement to These Terms

These Terms of Service (“Terms”) are a legally binding agreement between you (“you”) and the Company.

By creating an account, logging in, accepting an invitation, or otherwise accessing or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

2. Definitions

- “Account” means the account used to access the Service.
- “Customer” means the individual or organization that creates an Account and/or pays for a Subscription.
- “Authorized Users” means individuals the Customer authorizes to access the Service under the Customer’s Account, including collaborators invited to Events.
- “Content” means any information submitted to the Service (including guest lists, seating assignments, table names, notes, and files).
- “Event” means an event record created in the Service.
- “Event Pass” means a one-time, non-recurring purchase that unlocks paid features for a single Event, as described in the Service.
- “Subscription” means a paid plan providing access to certain features for a recurring fee.
- “Usage Limits” means plan-based limits, as described in the Service.

3. Customer and Authorized Users (Collaborators)

Authorized Users must accept and comply with these Terms to use the Service. The Customer is responsible for:
- ensuring Authorized Users are permitted to access the Service;
- configuring permissions (including view, edit, export, and sharing permissions);
- all activities of Authorized Users under the Customer’s Account.

The Service may allow different permission levels. Authorized Users may be able to view or modify Content, generate exports, or create share links depending on permissions set by the Customer.

4. Eligibility and Authority

You must be at least the age of majority in your jurisdiction to use the Service. If you use the Service on behalf of an organization, you represent and warrant that you have authority to bind that organization to these

Terms.

5. Account Security

You are responsible for:
- providing accurate registration information;
- maintaining the confidentiality of credentials;
- all activity that occurs under your Account.

Notify us promptly of any suspected unauthorized access. We may suspend access to protect you, the Service, or others.

6. Acceptable Use (Domain-Specific)

You agree not to use the Service to:
- upload or store sensitive personal data that is not necessary for event planning (e.g., SSNs, government IDs, full dates of birth, financial account numbers, or medical records);
- harass, threaten, or unlawfully discriminate against individuals or groups;
- dox, publish, or share guest lists or personal details in a way that violates privacy rights;
- violate applicable laws or third-party rights;
- distribute malware, attempt unauthorized access, or disrupt the Service;
- scrape, crawl, or use automated systems in a way that materially impacts Service performance.

We may enforce reasonable safeguards (including rate limits) to protect the Service and other customers.

7. Content; Customer Data Rights

You retain ownership of your Content. You grant the Company a limited, worldwide license to host, store, reproduce, process, and display Content solely to provide, maintain, and improve the Service and to comply with legal obligations.

You represent and warrant that you have all rights necessary to submit Content, including any personal data, and that your collection and use complies with applicable privacy laws.

8. Public Links, QR Codes, and Sharing

The Service may generate share links or QR codes. Anyone with access to a share link may be able to view the data exposed by that link.

You are responsible for distributing share links only to intended recipients and for rotating/disabling links if they are shared unintentionally. The Company is not responsible for access arising from links you share (or fail to protect).

9. Privacy Policy (Incorporated by Reference)

Our Privacy Policy is incorporated by reference and forms part of these Terms. It describes how we collect, use, share, retain, and protect information across the entire Service, including the website, APIs, billing, event features, and the optional ChatGPT App (see Privacy Policy Sections 17–18).

Privacy Policy: /privacy.pdf

If you need a Data Processing Addendum (DPA) for compliance, contact us at support@aseatawaits.com.

10. AI Features (Beta/Experimental)

The Service may offer AI-assisted features (for example, extracting guest details from pasted text or files). AI outputs may be incorrect, incomplete, or inappropriate and are not professional advice.

You are responsible for reviewing and validating any AI-generated or AI-extracted results before use.

To provide AI features, Content may be processed by third-party AI providers under contract with us. Do not submit sensitive data (e.g., SSNs, government IDs, financial data, medical data) to AI features unless strictly necessary and permitted by law.

We may change, limit, or discontinue AI features at any time and may impose rate limits or usage limits.

11. Subscriptions, Event Passes, Auto-Renewal, and Billing

If you purchase a Subscription or an Event Pass, you authorize the Company (and its payment processor) to charge the payment method on file.

Event Passes: Event Passes are one-time, non-recurring purchases that apply to a single Event and do not auto-renew.

Auto-renewal: Subscriptions automatically renew for successive terms unless canceled before the renewal date. Canceling stops renewal; access continues until the end of the then-current paid term unless otherwise stated.

Purchases through the Apple App Store: Purchases made in our iOS app (including Event Passes and Subscriptions) are billed and processed by Apple, subject to Apple's terms and payment policies. Subscriptions purchased through the App Store are managed and canceled in your Apple account settings, and refunds for App Store purchases are handled by Apple under Apple's refund policies (you can request one at reportaproblem.apple.com). Apple is not a party to these Terms and is not responsible for the Service.

Trials, promotions, and coupons, if offered, will be described at signup/checkout. Unless otherwise stated, trials convert to paid subscriptions at the end of the trial period.

Price changes: We may change prices, plan features, or Usage Limits. Where required or where practical, we will provide at least 30 days notice before price changes take effect for your next renewal.

Taxes: Fees are exclusive of applicable taxes, and you are responsible for all taxes, duties, or government charges except taxes based on our net income.

Chargebacks/disputes: If you initiate a chargeback or payment dispute, we may suspend access while the dispute is resolved.

Refunds: Fees are non-refundable except where required by law or expressly stated at purchase.

12. Service Changes, Availability, and Support

We may modify, suspend, or discontinue the Service (or any feature) at any time. We may also impose new limits or technical safeguards to protect the Service.

Support is provided on a reasonable-efforts basis via support@aseatawaits.com. We do not provide a guaranteed uptime or service-level agreement unless we expressly agree in writing.

13. Third-Party Services

The Service may integrate with or rely on third-party services (for example, payment processors, analytics, email, hosting, or AI providers). Your use of third-party services may be subject to their terms and privacy policies. The Company is not responsible for third-party services and disclaims liability for their acts or omissions to the fullest extent permitted by law.

14. A Seat Awaits ChatGPT App (MCP)

The Service offers an optional ChatGPT app integration for A Seat Awaits using the Model Context Protocol (MCP). When you connect an AI assistant (such as ChatGPT) via OAuth, you authorize access to planner tools granted to your account. Tools are provisioned from the access already on your account — an Event Pass or an active subscription (including grandfathered legacy plans) — and cover your own events only (event summaries, guest lists, table assignments, and seating analytics). Purchases and plan changes are not available through the ChatGPT app; they happen only on the website.

MCP planner tools may read and update your event and guest data (for example, creating events, importing guest names, creating or renaming tables, and assigning or unassigning guests). Tools that modify data require your explicit confirmation in the conversation. Use the website for visual floor plan editing. You are responsible for reviewing an AI assistant's responses.

Data handling for the ChatGPT App and MCP server is described in our Privacy Policy (Sections 17–18). When you use ChatGPT, OpenAI's terms and privacy policy also apply to how your messages are processed before requests reach us.

You may revoke MCP access by disconnecting the assistant, revoking OAuth consent, or contacting support@aseatawaits.com.

15. Intellectual Property; Trademarks

The Company and its licensors own all rights, title, and interest in and to the Service, including software, design, and associated intellectual property. Except for the limited rights expressly granted, no rights are granted by implication.

You may not use the Company’s name, trademarks, or logos without prior written permission, except as necessary to identify the Service in a fair and non-misleading manner.

Feedback: If you provide suggestions or feedback, you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or compensation.

16. Data Export, Retention, and Deletion

Exports: The Service may allow exports (e.g., PDF or spreadsheet). You are responsible for storing and sharing exported files securely.

Retention after cancellation/termination: After cancellation or termination, Content may remain available for export for up to 30 days (the “Export Window”). After the Export Window, we may delete Content from active systems in accordance with our retention practices.

Backups: Deleted Content may persist in backups for a limited period before being overwritten on a schedule (typically up to 90 days), unless legally required to retain it longer.

17. Confidentiality

“Confidential Information” means non-public information disclosed by either party that is designated as confidential or reasonably should be understood as confidential.

Each party will use the other party’s Confidential Information only to exercise its rights and perform its obligations under these Terms, and will protect it using at least reasonable care.

Confidential Information does not include information that: (a) becomes public through no fault of the receiving party; (b) was known prior to disclosure; (c) is independently developed; or (d) is rightfully obtained from a third party without breach.

18. Suspension and Termination

We may suspend or terminate access if we reasonably believe you have violated these Terms, created risk for the Service or other customers, failed to pay fees, or if required by law.

Termination does not relieve you of payment obligations incurred prior to termination.

19. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Service will be uninterrupted, error-free, or that any Content will be secure from unauthorized access.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY’S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO THE COMPANY FOR THE SERVICE IN THE TWELVE (12) MONTHS

PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR $100 IF NO SUCH AMOUNTS WERE PAID, WHICHEVER IS GREATER.

21. Indemnification

Customer will indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Content, (b) Customer's or Authorized Users' use of the Service, or (c) violation of these Terms or applicable law.

Indemnification process: We will provide notice of a claim (to the extent permitted by law). Customer will cooperate as reasonably requested. Customer will not settle any claim that imposes liability or obligations on the Company without the Company's prior written consent.

22. Notices

We may provide notices to you by email, by posting within the Service, or by other reasonable means. Notices are effective when sent or posted.

Legal notices to the Company should be sent to support@aseatawaits.com and to the registered address listed above, unless we specify a different address in writing.

23. Export Controls and Sanctions

You represent that you are not located in a country subject to comprehensive sanctions and are not a denied or restricted party under applicable export control or sanctions laws. You agree to comply with applicable export control and sanctions laws in connection with your use of the Service.

24. Dispute Resolution, Arbitration, and Class Action Waiver

24.1. Informal Resolution

Before filing a claim against the Company, you agree to try to resolve the dispute informally by contacting support@aseatawaits.com with a description of your issue. We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or the Company may bring a formal proceeding.

24.2. Mandatory Binding Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms or the Service that cannot be resolved informally shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules. The arbitration will take place in Travis County, Texas, or another mutually agreed location. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24.3. Class Action Waiver

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims.

24.4. Opt-Out Right

You have the right to opt out of this arbitration agreement by sending written notice to support@aseatawaits.com within 30 days of first accepting these Terms. Your notice must include your name and a clear statement that you want to opt out of this arbitration agreement. If you opt out, the default venue provisions in Section 24.5 will apply.

24.5. Governing Law and Venue

These Terms shall be governed by the laws of the State of Texas, without respect to its conflict of laws principles. If the arbitration agreement is found to be unenforceable or if you opt out, you agree to the exclusive jurisdiction and venue of the state and federal courts located in Travis County, Texas.

25. Miscellaneous

- Assignment: You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.
- Severability: If any provision is found unenforceable, the remaining provisions will remain in effect.
- Waiver: A waiver of any breach is not a waiver of any other breach.
- Entire Agreement: These Terms, the Privacy Policy, and any policies referenced in the Service are the entire agreement regarding the Service and supersede prior agreements on the subject.
- Order of precedence: If you sign a separate written agreement with the Company, that agreement controls to the extent it conflicts with these Terms.
- Force Majeure: Neither party is liable for delays or failures due to events beyond reasonable control.