

Terms Of Use - Titanity LLC

Last updated August 19, 2024

1. Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Titanity LLC (“Titanity,” “we,” “us,” or “our”), concerning your access to and use of the www.titanity.co website as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

By accessing the Site, you agree that you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree with all of these terms, you are expressly prohibited from using the Site and must discontinue use immediately.

2. Supplemental Terms

Additional terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of, and to have accepted the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

3. Use of the Site

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

- Violate any applicable laws or regulations;
- Use the Site in any manner that could disable, overburden, or impair the Site or interfere with any other party's use of the Site;
- Attempt to gain unauthorized access to any part of the Site, other accounts, computer systems, or networks connected to the Site;
- Transmit any viruses, worms, or other harmful or disruptive code;
- Engage in any activity that could harm or exploit minors in any way;

- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

4. User Generated Contributions

The Site does not offer users the ability to submit or post content. However, if you create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"), you grant us the right to use your Contributions in any manner contemplated by the Site and these Terms of Use.

By creating or making available any Contributions, you affirm that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights of any third party;
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions as necessary to operate the Site;
- Your Contributions are not false, inaccurate, or misleading;
- Your Contributions do not violate any applicable law, regulation, or rule.

5. Intellectual Property Rights

Unless otherwise indicated, the Site and its contents, including all source code, databases, functionality, software, Site designs, audio, video, text, photographs, and graphics (collectively referred to as the "Content"), along with any trademarks, service marks, and logos contained within the Site (the "Marks"), are the exclusive property of Titanity or are used under license. These elements are protected by copyright, trademark, and other intellectual property laws, both within the United States and internationally.

We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site and its Content for personal, non-commercial purposes in accordance with these Terms. Any other use, including the reproduction, distribution, modification, or public display of the Content or Marks for commercial purposes, is strictly prohibited without prior written consent from Titanity.

You may not:

- Modify, copy, reproduce, distribute, create derivative works from, or otherwise exploit any content on the Site without prior written consent from Titanity;
- Remove any copyright, trademark, or other proprietary notices from the content;
- Use any automated means to access, scrape, or extract data from the Site.

6. User Representations

By using the Site, you represent and warrant that: (1) you have the legal capacity and agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human means, such as bots, scripts, or similar methods; (4) you will not use the Site for any unlawful or unauthorized purposes; and (5) your use of the Site will not violate any applicable laws or regulations.

Should you provide any information that is false, inaccurate, outdated, or incomplete, we reserve the right to suspend or terminate your access to the Site and refuse any and all current or future use of the Site (or any portion thereof).

7. Prohibited Activities

You are not permitted to access or use the Site for any purpose other than that which we make the Site available for. The Site may not be utilized in connection with any commercial activities except those that are expressly authorized or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Use the Site to advertise or offer to sell goods and services;
- Circumvent, disable, or otherwise interfere with security-related features of the Site;
- Engage in unauthorized framing of or linking to the Site.

8. Disclaimer of Warranties

The Site and its content are provided "as is" and "as available" without any warranties of any kind, either express or implied. Titanity disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Titanity does not warrant that:

- The Site will be error-free, uninterrupted, or secure;
- Any defects or errors on the Site will be corrected;
- The content on the Site is accurate, complete, or up-to-date;
- The Site will meet your requirements or expectations.

9. Limitation of Liability

To the fullest extent permitted by applicable law, Titanity shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to loss

of profits, data, or goodwill, arising out of or in connection with your use of or inability to use the Site, even if Titanity has been advised of the possibility of such damages.

Titanity's total liability to you for any claim arising out of or relating to these Terms or your use of the Site shall not exceed the amount paid by you, if any, for accessing the Site.

10. Indemnification

You agree to indemnify, defend, and hold harmless Titanity and its affiliates, officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Site or any violation of these Terms.

11. Third-Party Links

The Site may contain links to third-party websites or services that are not owned or controlled by Titanity. Titanity is not responsible for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Titanity shall not be liable for any damages or losses arising from your use of any third-party websites or services.

12. Termination

Titanity reserves the right to terminate or suspend your access to the Site at any time, without notice, for any reason, including but not limited to your violation of these Terms. Upon termination, your right to use the Site will immediately cease, and any provisions of these Terms that by their nature should survive termination shall survive.

13. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the state or federal courts located in Wyoming, USA, and you consent to the jurisdiction of such courts.

14. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed modified so as to best accomplish the original intent of the provision to the fullest extent permitted by law.

15. Waiver

The failure of Titanity to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized representative of Titanity.

16. Entire Agreement

These Terms constitute the entire agreement between you and Titanity regarding your use of the Site and supersede all prior agreements or understandings, whether written or oral, relating to the subject matter of these Terms.

17. Distribution and Use in Different Jurisdictions

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. You are solely responsible for compliance with local laws and regulations applicable to your use of the Site. Any legal action arising out of or relating to these Terms shall be brought exclusively in the courts of the State of Wyoming, USA, and you consent to the personal jurisdiction and venue of such courts.

18. Contact Information

If you have any questions or concerns about these Terms, please contact us at titanityco@gmail.com.