

# Terms of Use

**Updated as of: April 3, 2024**

## 1. AGREEMENT TO TERMS

These Terms of Use ("Terms") are a legally binding agreement between you and Trustello Proof ("Trustello Proof," "we," "us," or "our"), governing your access to and use of <https://trustelloproof.com> and any related media forms (collectively, the "Site"). By accessing the Site, you agree to these Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, DO NOT USE THE SITE.**

We may update these Terms from time to time. The updated version will be indicated by an updated "Last updated" date. Continued use of the Site signifies your acceptance of any changes. It is your responsibility to review these Terms periodically to stay informed of updates.

The Site is not intended for distribution to or use by any person in any jurisdiction where such distribution or use would be contrary to law. Users accessing the Site from such jurisdictions do so on their own initiative and are responsible for compliance with local laws. Trustello Proof is not liable for any legal repercussions faced by users in such jurisdictions.

The Site is intended for users who are at least 18 years old. Persons under 18 are not permitted to use the Site. By using the Site, you affirm that you are at least 18 years of age, acknowledging that certain content and functionalities are intended for adult users.

## 2. INTELLECTUAL PROPERTY RIGHTS

The Site and its content (including code, databases, functionality, software, designs, audio, video, text, photographs, and graphics) and trademarks are owned or controlled by us or licensed to us. They are protected by intellectual property laws. You are granted a limited license to use the Site for personal, non-commercial use. No part of the Site may be reproduced, distributed, modified, or used without our written permission. Unauthorized use may violate copyright, trademark, and other laws, and could result in civil or criminal penalties.

### 3. USER REPRESENTATIONS

By using the Site, you represent and warrant that:

1. **You have the legal capacity to agree to these Terms;** This means you are not barred from using the Site under any applicable laws.
2. **You are not a minor;** You confirm that you meet the age requirement to use the Site.
3. **You will not use the Site for any unauthorized or illegal purpose;** This includes complying with all applicable laws and regulations.
4. **Your use of the Site will not violate any laws.** You are responsible for ensuring that your activities on the Site comply with all applicable laws and regulations.

### 4. PROHIBITED ACTIVITIES

You may not use the Site for any purpose other than that for which we make the Site available. Prohibited activities include but are not limited to:

- **Copying content:** Reproducing or distributing any part of the Site without authorization.
- **Using automated systems to access the Site:** Employing bots or other automated methods to interact with the Site.
- **Circumventing security measures:** Attempting to bypass security protocols implemented to protect the Site.
- **Using the Site for any commercial purposes without our permission:** Engaging in activities that generate revenue or are for commercial gain without express authorization.

Engaging in prohibited activities can result in the termination of your access to the Site and potential legal action.

### 5. USER GENERATED CONTRIBUTIONS

The Site does not currently allow users to submit content. If it does in the future, any content you submit will be treated according to our Privacy Policy. You represent and warrant that you own or have the right to use any content you submit and that it does not violate any laws or third-party rights. Submitting infringing content could expose you to legal liabilities.

## 6. CONTRIBUTION LICENSE

You agree that we may use any feedback or suggestions you provide regarding the Site without compensation to you. While you retain ownership of your contributions, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, modify, publish, translate, create derivative works from, and display your contributions.

## 7. SUBMISSIONS

Any questions, comments, suggestions, ideas, feedback, or other information regarding the Site provided by you to us are non-confidential and will become our sole property. This means we have exclusive rights to use and disclose such information for any purpose, without acknowledgment or compensation to you.

## 8. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain links to third-party websites and content. We are not responsible for such websites and content, and you access them at your own risk. These links are provided for your convenience, and their inclusion does not signify endorsement. We do not endorse or assume any liability for third-party websites or content, and we encourage you to review the terms and privacy policies of any third-party sites you visit.

## 9. SITE MANAGEMENT

We reserve the right to monitor the Site for violations of these Terms, take appropriate legal action, and remove or disable content that we consider excessive or burdensome to our systems. This includes, but is not limited to, preventing unauthorized access and ensuring the integrity and security of the Site.

## 10. PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms by reference. Our Privacy Policy outlines how we collect, use, and protect your information.

## 11. TERM AND TERMINATION

These Terms remain in effect while you use the Site. We reserve the right to deny access to and use of the Site to any person for any reason, including for violating these Terms. Termination can occur without prior notice and may result in the forfeiture and destruction of all information associated with your account.

## 12. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time without notice. We are not liable for any loss or inconvenience caused by your inability to access the Site during any downtime. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

## 13. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which Trustello Proof operates, without regard to conflict of law principles. This means that any legal matters arising from these Terms will be resolved under the applicable laws of that jurisdiction.

## 14. DISPUTE RESOLUTION

**Informal Negotiations:** In the event of a dispute, you agree to attempt to resolve it informally by contacting us first. This involves communicating your concerns and working towards an amicable solution without resorting to formal proceedings.

**Binding Arbitration:** If informal negotiations fail, disputes will be resolved through binding arbitration. Arbitration is a private dispute resolution process that is typically faster and less formal than litigation. By agreeing to arbitration, you waive the right to pursue claims in court or participate in class actions.

## 15. DISCLAIMER

The Site is provided on an "AS-IS" and "AS AVAILABLE" basis. We disclaim all warranties, express or implied, regarding the Site, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We are not liable for any damages arising from your use of the Site, including any errors, omissions, or inaccuracies in the content.

## 16. LIMITATIONS OF LIABILITY

Our liability to you for any cause will at all times be limited to the amount paid by you, if any, to us during the six (6) month period prior to any cause of action arising. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise, and includes any indirect, consequential, incidental, special, or punitive damages.

## 17. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from any loss or damage arising from your use of the Site, your breach of these Terms, or your violation of any third-party rights. This includes legal fees and expenses incurred in connection with such claims.

## 18. USER DATA

We are not liable for any loss or corruption of data. You waive any right of action against us arising from any such loss or corruption. It is your responsibility to maintain backups of your data and information.

## 19. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications from us and agree that electronic agreements, notices, disclosures, and other communications satisfy any legal requirement that such communications be in writing. This includes your agreement to the use of electronic signatures and records in lieu of paper documents.

## 20. MISCELLANEOUS

These Terms and any policies or operating rules posted by us constitute the entire agreement between you and us. If any provision is found to be unlawful, void, or unenforceable, the remaining provisions will remain in effect. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

## 21. CONTACT US

For further information regarding use of the Site, please contact us at:  
[contact@trustelloproof.com](mailto:contact@trustelloproof.com)



By continuing to use the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.