

Effective Date: April 26, 2024

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Tithle Inc - Terms of Use

1. Scope

Tithle Inc (hereinunder "Tithle Inc" or "We") owns and operates the Tithle Inc Website. The Tithle Inc Website allows you (hereinunder "You" or "Your") and other users (hereinunder "User" and collectively, "Users") to access Tithle Inc products and services, find information about Tithle Inc, purchase and/or research Tithle Inc products and services, obtain support for Tithle Inc software and services, share information with Tithle Inc and third parties, post comments, blog, provide reviews, and engage in conversations and activities related to Tithle Inc products and services. The Tithle Inc Website also includes information created and/or licensed by Tithle Inc including but not limited to, text, images, trainings, whitepapers, webinars, graphics, audio and video, software, and other information (collectively "Content"). These Terms of Use (hereinunder "Terms") govern your access to and use of our services, products and platform, including our various websites, APIs, email notifications, applications, and other services that link to these Terms (collectively "Services"). Your use of our Services is also subject to Tithle Inc Privacy Policy. By using the Content and Services you agree to be bound by these Terms, even if you are accessing our Services on behalf of a company.

2. Acceptance

Your access and use of the Tithle Inc Website is subject to and governed by these Terms and any other additional disclaimers, legal notices, agreements, or terms and conditions that may apply. If there is a conflict between these Terms and any additional terms, the additional terms shall control. By agreeing to the Terms and Conditions as part of a registration process or by using any Tithle Inc Website, you accept and agree to abide by these Terms.

3. Change of Terms

Tithle Inc reserves the right to modify these Terms at any time without notice. Any changes to these Terms will be effective immediately upon posting on this page, with an updated effective date. By accessing an Tithle Inc Website after any changes have been made, You signify your agreement to the updated Terms.

4. Registration and Password

Some of the Tithle Inc Website and Content requires that You register or otherwise provide certain information prior to gaining access. Such information may include personal data, such as your name, email address, location, and telephone number. Tithle Inc will process such information in accordance with the Tithle Inc Privacy Policy. You are responsible for and agree to provide Tithle Inc with complete, accurate, and current information. You can correct or update Your information as needed.

You are solely responsible for the usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. If and to the extent that You become aware that third parties are misusing the Content, You shall notify Tithle Inc thereof without undue delay.

5. Requirements

Access to the Tithle Inc Website is only available via an internet connection. You may require appropriate user identification to gain access and all names must be provided to Tithle Inc as needed. Once access is established, an access notification will be provided to the contact identified in the order form or to the registrant. Delivery shall be deemed complete when Tithle Inc provides confirmation of access by email. To the extent applicable, access duration shall be as identified on the order. Tithle Inc reserves the right to exclude any participant: (i) who does not fulfill such prerequisites, (ii) behaves in disorderly conduct or fails to observe any of Tithle Inc 's rules of participation, as applicable. No refund of fees shall be paid to You in such circumstances.

6. Confidentiality and Ownership

The Tithle Inc Website and all Content provided therein, inclusive of any commercial, technical information, and documentation which relate to foregoing are solely owned by and hereby reserved by Tithle Inc and its partners, as applicable. You acknowledge and agree that the Tithle Inc Website and Content may not be (i) used for Your commercial use, (ii) produced or copied in any form or by any means or translated into another language without the prior written consent of Tithle Inc , (iii) distributed to non-licensed users, and (iv) disassembled, decompiled, reverse-engineered, copied, translated, or used to make derivative works, or (v) used in any manner that could damage, disable, overburden, or impair the Tithle Inc Website, related servers or networks. You may not attempt to gain unauthorized access to Tithle Inc Website, servers, or networks, through hacking, password mining or any other unauthorized means.

7. Feature Requests and Product Improvements

You acknowledge and agree that any interaction with or feedback provided to Tithle Inc , either directly stated or implied, may be used by Tithle Inc to improve Tithle Inc products and services in the future. Tithle Inc shall be the sole owner of any and all developments, modifications, enhancements, changes or new proprietary information or intellectual property that is developed in relation to any Tithle Inc software or related services (“Improvements”), including, without limitation, comments or feedback (“Feedback”) that is provided by You to Tithle Inc . Tithle Inc shall have all rights associated with any such Improvements and Feedback without recourse of reference to You.

8.Data Privacy

To provide access to Tithle Inc Website and Content, Tithle Inc may process certain information that identifies or is identifiable to You (“Personal Data”). Tithle Inc processes such Personal Data: (i) as a data controller on the legal basis of its legitimate interests to ensure compliance with these Terms; (ii) to, provide You access to Tithle Inc Website; (iii) to address customer support questions and concerns; and (iv)for Tithle Inc ’s own analytics and product improvement purposes. When providing Personal Data via the Tithle Inc Website, provide only the information necessary for your purpose and do not put Personal Data into any free-form text box unless requested. For additional information on how Tithle Inc processes Personal Data, please see the Tithle Inc Privacy Policy.

9. Export

You may not access, download, use or export the Services, or the Content in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the Services or Content of Tithle Inc in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Services of Tithle Inc outside the U.S. Neither the Services of Tithle Inc nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

10. Governing Law and Jurisdiction

These Terms shall be governed and construed under the laws of the State of Michigan, without regard to the conflicts of laws' provisions thereof. Any dispute arising out of, from or in relation to the subject matter of these Terms shall be subject to sole and exclusive jurisdiction of courts in the State of Michigan. No class action shall be permitted under these Terms. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THE BINDING CONTRACT BASED ON THESE TERMS, YOU AND Tithle Inc ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

11. Warranty Disclaimer

Neither Tithle Inc nor its affiliates, licensors, or suppliers makes any representations or warranties concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our affiliates, licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of any services or products now or in the future offered or purchased through the Services. Any products and services now or in the future purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without warranty of any kind from Tithle Inc or others (unless, with respect to such others, only as provided expressly and unambiguously in writing by a designated third party for a specific product).

12. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL Tithle Inc (OR ITS LICENSOR(S) OR SUPPLIER(S)) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO Tithle Inc IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. Indemnity

To the fullest extent allowed by applicable law, you agree to indemnify and hold Tithle Inc , its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

14. Assignment

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Tithle Inc 's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

15. Miscellaneous

To the extent applicable, you will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that Tithle Inc may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Tithle Inc agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Tithle Inc , and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Tithle Inc , and you do not have any authority of any kind to bind Tithle Inc in any respect whatsoever. You and Tithle Inc agree there are no third-party beneficiaries intended under these Terms.

17. Legal Contacts

If you have any questions about this Terms of Use, you can contact us:

By email: legal@tithle.org

By visiting this page on our website: <https://tithle.org/contact-us>

By phone number: (248) 712-6161

Tithle Inc.

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