

## **Delete Is Final LLC Terms of Use**

These Terms of Service ("Terms") govern your access to and use of the services provided through the website located at [www.deleteisfinal.com](http://www.deleteisfinal.com) ("Website") and any materials, information, and data hosted or transmitted via the Website ("Content") as provided by Delete Is Final, LLC ("us", "our", or "we"). Your access to and use of the Website and Content are conditioned on your acceptance of and compliance with these Terms of Service ("Terms"). **Please read these Terms carefully.**

### **Terms.**

- a. By accessing or using the Website you agree to be bound by these Terms. If you are dissatisfied with the Website, Content, or the Terms, you agree that your sole and exclusive remedy is to discontinue your use of the Website. If you are under thirteen (13) years of age, you are prohibited from using this Website.
- b. You acknowledge and accept that your use of the Website is at your sole risk. You represent you have the legal capacity and authority to accept these Terms, or are supervised by one with such legal capacity and authority, and you understand that some of these Terms may not apply to you but all the Terms are nonetheless binding. As the rightful owner of the Website, we reserve the right to change or terminate these Terms at any time and from time to time without any notice to you. Any such changes are automatically made part of these Terms and are fully enforceable on you.

**Ownership.** The Website and associated Content is the owned or appropriately licensed property of Delete Is Final, LLC. The Content is protected by copyrights, trademarks, service marks, trade secrets, or other proprietary rights and laws, including all intellectual property rights whether or not those rights are registered. We reserve all applicable rights in and to the Website and Content. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, recreation, database, or directory of the Website materials is prohibited except as provided for herein.

**Prohibitions.** You may not: (a) reverse engineer, decompile, tamper with, or create derivative works of the Website; (b) change, modify, or alter the Website; (c) circumvent any protections that are a part of the Website; (d) use the Website for any commercial or illegal purpose; (e) contact or collect any information about any other user of the Website (f) use the Website to violate any legal right of any third party; (g) use any automated means to access or use the Website (including scripts, "bots" or similar software); or (h) duplicate, reproduce, publish, display, distribute, or create derivative works of the Content through any means.

**Use.** The Website, including the Content, is protected by the laws of copyright and you are explicitly advised that any use of the Website or Content in violation of the law is prohibited. Any unauthorized duplication, reproduction, performance, display, distribution, or derivative works of any copyrighted content not owned by you is against the law. Use of Website or Content for any purpose not expressly provided for herein is prohibited.

**User Conduct.** You represent, warrant, and agree that no materials of any kind submitted by you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights; or contain libelous, defamatory, or otherwise unlawful material. You further agree not to use the Website to: (a) take any unlawful or unauthorized actions or in any way damage, disable, overburden, or impair the Website; (b) upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware equipment; and (c) interfere with or disrupt the Website or servers or networks connected to the Website.

**Updates.** From time to time, we may create updated versions of the Website. Updates may be automatically transmitted to you and you accept such updates according to these Terms. Unless explicitly stated otherwise, all updates will be subject to these Terms, including any amendments to these Terms.

**Digital Millennium Copyright Act.** We comply with all copyright laws including the Digital Millennium Copyright Act (“DMCA”). If you believe the Website violates any copyright that you own or control, submit notification to us at [leahnaess@gmail.com](mailto:leahnaess@gmail.com) that includes:

- (a) A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works claimed to have been infringed;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled;
- (d) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address at which you may be contacted;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and
- (f) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

**Third Party Sites.** The Website may contain (or may send you through or to) links to non-Website websites and/or software (“Third Party Sites”). We are not responsible for such Third Party Sites or for any content posted on, available through, or installed from such Third Party Sites. Inclusion of, linking to, or permitting the use or installation of such Third Party Sites does not imply approval or endorsement thereof by us. We shall have no responsibility or liability whatsoever for any Third Party Sites accessed through use of the Website. Your use and interaction with Third Party Sites may be subject to separate terms and conditions of such Third

Party Sites. If you access Third Party Sites, you must comply with the terms and conditions that apply.

**Privacy Policy.** The information we obtain through your use of the Website is subject to a Privacy Policy which is available at [www.deleteisfinal.com](http://www.deleteisfinal.com) and is specifically incorporated by reference into these Terms.

**Termination.** You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Website with or without notice and for any reason, including breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Website and reporting you to the proper authorities.

**Disclaimer of Warranty.** The Website is provided “as is”, with all faults and without warranty of any kind. We hereby disclaim all warranties with respect to the Website either express, implied, or statutory, including but not limited to the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant, guarantee, or make any representations that the Website is reliable, secure, or accurate, that it will meet your needs or requirements, that the Website will be available at any particular time or location, that any defects or errors will be corrected, or that the Content is free of viruses or other harmful components. You use the Website at your own risk. No oral or written communications from us shall create a warranty or in any way increase the scope of these Terms and you may not rely on any such communications. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights so some exclusions or limitations may not apply to you but they shall apply to the maximum extent permitted by law.

**Limitation of Liability.** You hereby agree that we, along with our subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, and employees, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website; and even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you but they shall apply to the maximum extent permitted by law.

**Indemnification.** You do hereby indemnify and hold us, our subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys’ fees, arising out of these Terms or in connection with any use of the Website including, but not limited to, any damages, losses, or liabilities whatsoever with respect to or arising from the possession, use, or operation of the Website.

**Severability.** If any provision of these Terms is found unenforceable or illegal, we may reform such provision to make it enforceable and legal or such provision may be severed and in either case these Terms with such provision reformed or severed will remain in full force and effect to the fullest extent permitted by law. Our failure to enforce any part or portion of these Terms shall not be considered a waiver.

**Controlling Law.** These Terms shall be governed by the laws of the State of Colorado and of the United States. All claims, legal proceedings, or litigation arising in connection with the Website will be brought solely in the courts located in Colorado and you consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

**Entire Agreement.** These Terms constitute the entire agreement between you and us relating to the subject matter hereof and supersede all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any of these Terms. We may assign all or any portion of these Terms in our sole discretion. No modification, amendment, waiver, termination, or discharge of any portion of these Terms shall be binding unless executed and confirmed in writing by us.