



ST8MNTAPPS WEBSITE TERMS OF SERVICE

Version 1.0

1. INTRODUCTION

Welcome to www.st8mntapps.com (the "**Website**"), operated by ST8MNT LLC ("**ST8MNT LLC**," "**we**," "**us**," or "**our**"). These Terms of Service ("**Terms**") govern your access to and use of the Website, including all content, features, and services made available to you.

By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must discontinue use of the Website immediately.

Your use of the Website is also subject to our Privacy Policy, which explains how we collect, use, and safeguard any personal information you provide through the Website. Please review the Privacy Policy carefully before submitting any information.

ST8MNT LLC reserves the right to modify or update these Terms at any time without prior notice. Your continued use of the Website after such modifications constitutes your acceptance of the revised Terms.

2. DEFINITIONS

For the purposes of these Terms:

2.1. "**Content**" means all text, graphics, logos, images, software, code, and other materials made available on the Website.

2.2. "**Privacy Policy**" refers to ST8MNT LLC's policy describing how User information is collected, used, and protected, available on the Website.

2.3. "**ST8MNT LLC**" refers to the legal entity operating the Website.

2.4. "**Third-Party Services**" means external websites, platforms, or services linked to or integrated with the Website.

2.5. "**User**" or "**you**" refers to any individual or entity accessing, browsing, or interacting with the Website.

2.6. "**User Submissions**" refers to any information, inquiries, or materials submitted by Users through forms or communication channels on the Website, including personal information provided via the Contact Us form.

2.7. "**Website**" refers to www.st8mntapps.com, including all pages, content, features, and services provided therein.

3. USE OF THE WEBSITE

3.1. License Grant: Subject to your compliance with these Terms, ST8MNT LLC grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for your personal or internal business purposes.

3.2. Prohibited Activities: You agree not to: (a) Copy, reproduce, distribute, or modify any part of the Website without prior written consent; (b) Use the Website for any unlawful, fraudulent, or harmful purpose; (c) Attempt to gain unauthorized access to any portion of the Website, servers, or related systems; (d) Interfere with the Website's functionality, security features, or other Users' access; (e) Use automated tools (such as bots, spiders, or scrapers) to extract data without permission; (f) Misuse the Contact Us form by submitting false, misleading, or unlawful information.



3.3. No Resale or Commercial Use: You may not use the Website or any Content for any commercial purpose without express written permission from ST8MNT LLC, including but not limited to resale, redistribution, or competitive analysis.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Ownership of Content: All Content is the exclusive property of ST8MNT LLC or its licensors and are protected by applicable intellectual property laws, including copyright, trademark, and trade secret laws.

4.2. Limited License: You are granted a limited, non-exclusive, non-transferable, and revocable license to view and use the Content solely for personal, informational purposes. You may not copy, reproduce, distribute, modify, or create derivative works based on the Content without prior written permission from ST8MNT LLC.

4.3. Trademarks: All trademarks, service marks, logos, and trade names displayed on the Website are the property of ST8MNT LLC or third parties. Unauthorized use of any trademarks or logos without prior written consent is strictly prohibited.

4.4. No Implied Rights: Except for the limited rights expressly granted herein, nothing in these Terms or on the Website shall be construed as granting any license or right under any intellectual property rights of ST8MNT LLC or any third party, whether by implication, estoppel, or otherwise.

4.5. Enforcement: ST8MNT LLC fully enforces its intellectual property rights permitted by law. Unauthorized use of the Website Content may result in civil or criminal penalties.

5. CONTACT FORM AND USER SUBMISSIONS

5.1. Submission of Information: The Website provides a Contact Us form through which Users may submit inquiries, requests, or other information, including but not limited to name, email address, and message content. By submitting any information via the Website, you acknowledge and agree that all information provided is accurate, complete, and submitted voluntarily.

5.2. Permitted Use of Submissions: By submitting information through the Contact Us form or any other communication channel on the Website, you grant ST8MNT LLC a non-exclusive, worldwide, royalty-free license to use such submissions solely for the purpose of responding to your inquiry, providing customer support, or improving our services. Your User Submissions will not be used for marketing purposes unless you explicitly consent.

5.3. Prohibited Submissions: You are prohibited from submitting: (a) Any information that is false, misleading, defamatory, infringing, obscene, or unlawful; (b) Any confidential, proprietary, or sensitive information not intended for public disclosure; (c) Any content containing viruses, malware, or harmful code.

5.4. No Obligation to Respond: While ST8MNT LLC makes reasonable efforts to respond to legitimate inquiries submitted via the Website, we are under no obligation to respond to every submission and shall not be held liable for failure to respond.

5.5. Data Handling: All personal information submitted via the Contact Form is processed in accordance with our Privacy Policy, which governs how we collect, use, store, and safeguard your data. By submitting your information, you consent to the collection and use of your data as described in the Privacy Policy.

6. THIRD-PARTY LINKS

6.1. Links to External Websites: The Website may contain links to third-party websites, services, or resources that are not owned or controlled by ST8MNT LLC. These links are provided solely for convenience and informational purposes.



6.2. No Endorsement: Inclusion of any third-party link does not imply any endorsement, sponsorship, or recommendation by ST8MNT LLC of the content, products, services, or practices of such third parties. You acknowledge that your access to and use of third-party websites is entirely at your own risk.

6.3. Third-Party Terms and Privacy: Your use of third-party websites is subject to their respective terms of service and privacy policies. ST8MNT LLC is not responsible for the availability, accuracy, legality, or content of any third-party website, nor for any loss or damage that may arise from your interactions with such third-party services.

6.4. Responsibility of User: It is your responsibility to review the applicable terms and policies of any third-party website you visit. You hereby release ST8MNT LLC from any liability arising from your use of or reliance on any third-party website or service.

7. DISCLAIMER OF WARRANTIES

7.1. Website Provided “As-Is”: The Website, including all content, features, and services made available therein, is provided on an “as-is” and “as-available” basis, without any warranties of any kind, whether express, implied, statutory, or otherwise. ST8MNT LLC expressly disclaims all warranties, including but not limited to: (a) Implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy; (b) Any warranties arising from course of dealing, usage, or trade practice.

7.2. No Warranty of Accuracy or Availability: While ST8MNT LLC strives to ensure that the information on the Website is accurate, complete, and current, we make no representations or warranties regarding the accuracy, completeness, reliability, or availability of the Website content. Any reliance you place on such information is strictly at your own risk.

7.3. No Warranty of Error-Free or Uninterrupted Access: ST8MNT LLC does not warrant that the Website will be uninterrupted, secure, error-free, or free of viruses or harmful components. We do not guarantee that any defects or errors will be corrected, nor that the Website will meet your specific needs or expectations.

7.4. Third-Party Content and Services: ST8MNT LLC makes no warranties regarding any third-party services, content, or websites linked to or referenced on the Website. We are not responsible for third-party actions, omissions, products, or services.

7.5. User Responsibility: You are solely responsible for taking appropriate precautions to protect yourself against any potential risks associated with accessing or using the Website, including implementing suitable data protection, antivirus, and backup measures.

8. LIMITATION OF LIABILITY

8.1. Exclusion of Indirect and Consequential Damages: To the fullest extent permitted by applicable law, ST8MNT LLC and its affiliates, officers, directors, employees, agents, licensors, and service providers shall not be liable to you or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages. This includes, but is not limited to:

- Loss of profits or revenue;
- Loss of business opportunities or goodwill;
- Business interruption;
- Data loss, corruption, or unauthorized access;
- Computer failure or malfunction;
- Any other intangible losses arising out of or related to your access to or use of the Website.



8.2. Limitation of Direct Liability: In no event shall the total cumulative liability of ST8MNT LLC, whether in contract, tort, negligence, strict liability, or otherwise, exceed one hundred dollars (USD \$100) or the minimum amount permitted by law, whichever is greater, regardless of the cause of action or number of claims.

8.3. Applicability of Limitations: The limitations of liability set forth in this section shall apply: (a) Even if we have been advised of the possibility of such damages; (b) Regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other legal or equitable theory; (c) To all claims arising out of or related to your use of or inability to use the Website, including reliance on any information obtained from the Website.

8.4. No Liability for Third-Party Content and Services: ST8MNT LLC shall not be held liable for any content, products, or services provided by third-party websites linked to or referenced on the Website. Your use of any third-party services is at your own risk, and you hereby release ST8MNT LLC from all liability arising from such use.

8.5. Jurisdictional Limitations: Some jurisdictions do not allow the exclusion or limitation of certain warranties or liability for consequential or incidental damages. In such jurisdictions, the limitations in this section shall apply to the maximum extent permitted by law.

9. PRIVACY AND DATA COLLECTION

9.1. Commitment to Privacy: ST8MNT LLC is committed to safeguarding the privacy of Users who access and interact with the Website. Any personal information collected through the Website, including but not limited to name, email address, and message content submitted via the Contact Us form, is handled in accordance with our Privacy Policy. By using the Website or submitting information through any form, you expressly acknowledge and consent to the collection, processing, and use of your personal data as described in the Privacy Policy.

9.2. Data Storage and Processing: You understand and agree that any information you submit through the Website may be stored and processed by ST8MNT LLC or its authorized service providers. This may include transmitting your information to servers located in jurisdictions that may not have data protection laws equivalent to those in your country of residence.

9.3. Third-Party Data Sharing: ST8MNT LLC does not sell, rent, or trade personal information submitted through the Website to third parties for marketing purposes. However, we may share information with third-party service providers strictly as necessary to operate, maintain, or improve the Website, respond to inquiries, or comply with legal obligations.

9.4. User Rights and Applicable Laws: Users are encouraged to review the Privacy Policy for comprehensive details regarding the type of information collected, how it is used, data retention periods, and the rights available to Users under applicable data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR), where applicable.

9.5. Consent to Privacy Policy: By continuing to use the Website, you affirm that you have read, understood, and agreed to the Privacy Policy and that you provide consent for the processing of your personal information as outlined therein.

10. GOVERNING LAW

10.1. Applicable Law: These Terms, and any dispute, claim, or controversy arising out of or related to your access to or use of the Website, shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to any conflicts of law principles that might otherwise require the application of laws of another jurisdiction.



10.2. Jurisdiction and Venue: You agree that any legal action or proceeding related to these Terms or your use of the Website shall be brought exclusively in the state or federal courts located in San Francisco, California. By using the Website, you consent to the personal jurisdiction and venue of these courts and waive any objection based on inconvenient forum or lack of jurisdiction.

10.3. Injunctive Relief: Notwithstanding the foregoing, ST8MNT LLC reserves the right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights, confidential information, or other proprietary interests.

10.4. Compliance with Local Laws: If you access the Website from outside the United States, you are solely responsible for compliance with all local laws and regulations applicable in your jurisdiction, and you acknowledge that you do so at your own risk.

11. CHANGES TO TERMS

11.1. Right to Modify Terms: ST8MNT LLC reserves the right, at its sole discretion, to update, modify, or replace these Terms at any time without prior notice. Any such changes will be effective immediately upon posting the updated Terms on the Website, with the "Last Updated" date reflecting the revision date.

11.2. Responsibility to Review: It is your responsibility to review these Terms periodically to stay informed of any modifications. Your continued access to or use of the Website after any changes constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must discontinue your use of the Website immediately.

11.3. Notice of Material Changes: ST8MNT LLC may, at its discretion, provide notice of material changes to these Terms via email or a prominent notification on the Website; however, such notice is provided as a courtesy and is not a legal obligation beyond posting the updated Terms.

12. ACCEPTABLE USE POLICY

12.1. Compliance Requirement: By accessing or using the Website, you agree to comply with all applicable laws, regulations, and these Terms. You must use the Website in a manner consistent with its intended purpose and lawful conduct.

12.2. Prohibited Conduct: You are strictly prohibited from engaging in any of the following activities: (a) Attempting to gain unauthorized access to any portion of the Website, servers, or systems; (b) Introducing viruses, malware, or any harmful code that may damage, interfere with, or disrupt the Website or its users; (c) Engaging in activities that may overload, harm, or impair the functionality or security of the Website; (d) Using the Website to transmit spam, unsolicited communications, or promotional materials without authorization; (e) Submitting false, misleading, defamatory, or unlawful content via the Contact Us form or any communication channel on the Website; (f) Attempting to reverse engineer, modify, or tamper with any aspect of the Website's underlying software or code; (g) Harassing, abusing, or harming other users or representatives of ST8MNT LLC.

12.3. Enforcement and Remedies: ST8MNT LLC reserves the right, at its sole discretion, to suspend or terminate your access to the Website without notice if you engage in any prohibited conduct. Additionally, ST8MNT LLC may pursue any legal remedies available to address violations, including cooperation with law enforcement authorities where necessary.



13. TERMINATION OF ACCESS

13.1. Right to Suspend or Terminate Access: ST8MNT LLC reserves the right, at its sole discretion, to suspend, restrict, or permanently terminate your access to the Website at any time and without prior notice if we determine that you have violated these Terms, engaged in prohibited conduct, or posed a risk to the security or integrity of the Website.

13.2. No Liability for Termination: ST8MNT LLC shall not be liable to you or any third party for any suspension or termination of access, nor for any resulting loss of information, data, or access to services.

13.3. Survival of Certain Provisions: Upon termination of your access, the provisions of these Terms that by their nature should survive—including but not limited to those relating to intellectual property rights, limitation of liability, indemnification, governing law, and dispute resolution—shall continue in full force and effect.

14. SEVERABILITY

14.1. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Terms without affecting the validity and enforceability of the remaining provisions.

14.2. The remaining provisions shall remain in full force and effect, and the unenforceable provision shall be replaced with a valid, enforceable provision that most closely reflects the original intent of the parties.

15. NO WAIVER

15.1. The failure of ST8MNT LLC to exercise or enforce any right, provision, or remedy under these Terms shall not constitute a waiver of such right or provision, nor shall it prevent or limit ST8MNT LLC's ability to enforce the same in the future.

15.2. Any waiver of any provision of these Terms must be in writing and signed by an authorized representative of ST8MNT LLC. A single waiver shall not constitute a continuing waiver of any subsequent breach or default.

16. MISCELLANEOUS

16.1. Headings: The section and subsection titles used in these Terms are provided for convenience and reference purposes only. They shall not affect the interpretation or construction of any provision herein.

16.2. Entire Agreement: These Terms constitute the entire agreement between you and ST8MNT LLC regarding your access to and use of the Website. They supersede any prior or contemporaneous understandings, communications, or agreements, whether oral or written, relating to the subject matter contained herein.

17. CONTACT US

If you have any questions, concerns, or inquiries regarding these Terms or the Website, you may contact ST8MNT LLC by email at st8mntapps@gmail.com.

Alternatively, you may submit inquiries directly through the Contact Us form available on the Website, where you will be asked to provide your first name, last name, email address, and message. By submitting a message through the form, you acknowledge that ST8MNT LLC may use the information provided solely for the purpose of responding to your inquiry.