

# TERMS OF SERVICE

Last Updated: 05/24/2026

These Terms of Service ("Terms") govern your access to and use of the websites, mobile applications, products, software, content, features, technologies, and services (collectively, the "Services") provided by ForgdHQ Inc. ("Company," "we," "us," or "our").

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Services.

## 1. Eligibility

You must be at least 16 years old to use the Services. If you are under the age of majority in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

By using the Services, you represent and warrant that:

- you have the legal capacity to enter into these Terms;
- your use of the Services does not violate any applicable laws or regulations;
- all information you provide is accurate and current; and
- ForgdHQ is not liable for underage use.

## 2. User Accounts

You may be required to create an account to access certain features of the Services. Auto-renewals will be activated. Failed payments will not be processed.

You agree to:

- maintain accurate and complete account information;
- keep your login credentials secure and confidential;
- notify the Company immediately of any unauthorized access or security breach; and
- accept responsibility for activities occurring under your account.

We reserve the right to suspend, restrict, or terminate accounts at our discretion. No refunds.

## 3. User Content

The Services may permit users to upload, post, create, transmit, share, or otherwise make available content, including text, images, videos, audio, comments, messages, profiles, usernames, metadata, and other materials ("User Content").

You retain ownership of your User Content, subject to the rights granted in these Terms.

By submitting User Content through the Services, you grant the Company a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, store, reproduce, modify, adapt, publish, distribute, publicly display, publicly perform, analyze, process, and use such User Content for the purpose of operating, improving, promoting, securing, developing, and providing the Services. The Company will not sell personal information.

You represent and warrant that:

- you own or have all necessary rights to your User Content;
- your User Content does not violate any law or third-party rights;
- your User Content does not infringe intellectual property, privacy, publicity, or contractual rights; and
- your User Content complies with these Terms.

## **4. Prohibited Conduct**

You agree not to:

- violate any applicable law or regulation;
- impersonate another person or entity;
- harass, abuse, threaten, stalk, or harm others;
- post unlawful, fraudulent, defamatory, obscene, hateful, or abusive content;
- exploit minors or engage in predatory behavior;
- upload malware, viruses, bots, scripts, or malicious code;
- attempt to gain unauthorized access to accounts, systems, databases, or infrastructure;
- scrape, crawl, harvest, or collect data from the Services without authorization;
- interfere with the operation, integrity, or security of the Services;
- use automated systems to manipulate engagement, metrics, or platform activity;
- reverse engineer or attempt to discover source code except where permitted by law;
- use the Services to train artificial intelligence systems or datasets without written permission from the Company;
- use the Services for illegal spam, phishing, fraud, or deceptive conduct;
- upload or distribute content that infringes intellectual property rights; or
- encourage or assist others in violating these Terms.

## **5. Content Moderation and Enforcement**

The Company reserves the right, but does not assume the obligation, to monitor, review, remove, restrict, edit, or refuse content or accounts for any reason, including violations of these Terms or applicable law.

We may investigate suspected misconduct and cooperate with law enforcement authorities where appropriate.

The Company may suspend or terminate access to the Services at any time and without prior notice.

## 6. Intellectual Property Rights

The Services, including all software, source code, algorithms, designs, interfaces, graphics, branding, logos, trademarks, service marks, databases, content, features, technologies, and other materials provided by the Company, are owned by or licensed to the Company and are protected by intellectual property and other applicable laws.

Except as expressly authorized by the Company, you may not:

- reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store, transmit, sell, license, or exploit any part of the Services;
- use Company branding, logos, or trademarks without permission; or
- access or use the Services to build a competing product or service.

## 7. Feedback

If you provide suggestions, feedback, ideas, improvements, feature requests, or recommendations regarding the Services ("Feedback"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free right to use and exploit such Feedback without restriction or compensation.

## 8. Privacy

Your use of the Services is also governed by the Company's Privacy Policy.

By using the Services, you acknowledge that internet transmissions are never completely secure and that the Company cannot guarantee absolute security.

## 9. Third-Party Services and Links

The Services may contain links to third-party websites, applications, advertisements, integrations, or services.

The Company does not control and is not responsible for third-party services or content.

Your interactions with third parties are solely between you and the third party.

## 10. Communications

By creating an account or using the Services, you consent to receive communications from the Company electronically, including emails, notifications, security alerts, account updates, and service-related messages.

You may opt out of non-essential marketing communications where required by law.

## 11. Copyright Complaints

If you believe content on the Services infringes your copyright, you may submit a notice containing:

- identification of the copyrighted work claimed to be infringed;
- identification of the allegedly infringing material;
- your contact information;
- a statement of good faith belief that the use is unauthorized;
- a statement under penalty of perjury that the information is accurate; and
- your physical or electronic signature.

Copyright notices should be sent to:

ForgdHQ Inc.

[legal@forgdhq.com](mailto:legal@forgdhq.com)

## 12. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AVAILABILITY, SECURITY, ACCURACY, OR RELIABILITY.

THE COMPANY DOES NOT WARRANT THAT:

- THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE;
- THE SERVICES WILL BE SECURE OR FREE OF HARMFUL COMPONENTS;
- CONTENT WILL BE ACCURATE OR RELIABLE; OR
- DEFECTS WILL BE CORRECTED.

## 13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITIES, OR REPUTATION;
- SECURITY BREACHES, SERVICE INTERRUPTIONS, OR UNAUTHORIZED ACCESS;
- USER CONTENT OR THIRD-PARTY CONDUCT; OR
- DAMAGES EXCEEDING THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO THE COMPANY IN THE PRECEDING 12 MONTHS.

Some jurisdictions do not allow certain limitations, so some portions of this section may not apply.

## **14. Indemnification**

You agree to defend, indemnify, and hold harmless the Company and its officers, directors, employees, affiliates, contractors, licensors, and agents from and against any claims, damages, liabilities, losses, expenses, and costs, including reasonable attorneys' fees, arising out of or related to:

- your use of the Services;
- your User Content;
- your violation of these Terms;
- your violation of any law or third-party rights; or
- your misuse of the Services.

## **15. Arbitration and Dispute Resolution**

To the maximum extent permitted by law, any dispute arising out of or relating to these Terms or the Services shall be resolved through binding individual arbitration and not through court proceedings.

You waive any right to participate in class actions, class arbitrations, or representative proceedings.

Either party may seek injunctive or equitable relief in a court of competent jurisdiction for misuse of intellectual property, unauthorized access, confidentiality violations, or security breaches.

If arbitration is found unenforceable, disputes shall be resolved exclusively in the state or federal courts located in California.

## **16. Termination**

The Company may suspend or terminate your access to the Services at any time, with or without notice, for any reason, following the California Consumer Privacy Act (CCPA) regulations.

Upon termination:

- your right to use the Services immediately ceases;
- certain provisions of these Terms shall survive termination, including intellectual property, indemnification, disclaimers, limitation of liability, arbitration, and other provisions intended by their nature to survive.

## **17. Changes to the Services**

The Company may modify, suspend, discontinue, or update the Services or any features at any time without liability.

We may also update these Terms periodically. Continued use of the Services after revised Terms become effective constitutes acceptance of the updated Terms.

## **18. Governing Law**

These Terms shall be governed by the laws of the State of California, without regard to conflict of law principles.

## **19. Entire Agreement**

These Terms constitute the entire agreement between you and the Company regarding the Services and supersede prior agreements relating to the subject matter herein.

## **CONTACT INFORMATION**

Company Name: ForgdHQ Inc.

Email: [legal@forgdhq.com](mailto:legal@forgdhq.com)