

TERMS AND CONDITIONS

1. Introduction

These Terms and Conditions ("Terms") govern your access and use of the website and services provided by Tiltely LLC ("Tiltely", "we", "our", or "us"), registered in Wyoming, USA. By accessing or using our website or services, you agree to comply with these Terms fully. If you do not agree, you must not use our services or access our website.

2. Service Acceptance and Payment

All service proposals provided by Tiltely are subject to client acceptance. We reserve the right to refuse or terminate services at our discretion. Payments for services must follow the specific schedule detailed in the individual Service Agreement. Payments are non-refundable unless explicitly stated otherwise.

3. Intellectual Property

All content and materials created by Tiltely remain our intellectual property until full payment is received. Upon full payment, ownership of the final deliverables transfers to the Client. However, Tiltely retains the right to use non-sensitive aspects of completed projects in our promotional portfolio unless explicitly restricted by a written agreement.

4. Third-Party Resources

The Client is responsible for obtaining necessary licenses for third-party media, software, or fonts incorporated into the deliverables. Tiltely will notify the Client if any third-party licenses are required but will not be liable for licensing issues.

5. Client Obligations

Clients must provide clear communication of their requirements and feedback. Any dissatisfaction after approval of mockups or project milestones is not Tiltely's responsibility, and additional requests or revisions will incur additional charges.

6. Confidentiality

Tiltely will employ reasonable measures to protect confidential or proprietary information provided by the Client. However, Tiltely will not be responsible for breaches arising from the Client's negligence or improper handling of their own credentials or sensitive data.

7. Security and Credential Management

Clients are solely responsible for securely maintaining access credentials to their applications or services provided by Tiltely. Tiltely is not liable for any unauthorized access or breaches due to improper management or sharing of credentials by the Client.

8. Restrictions on Third-Party Access

Clients expressly agree not to permit third-party access to the source code or other sensitive materials developed by Tiltely. Any breach grants Tiltely the right to immediately terminate service agreements and seek legal remedies without prior notice or liability.

9. Right to Independent Development

Tiltely reserves the right to independently develop or collaborate on similar or identical projects, provided these projects do not directly compete within the Client's initial target market. Such independent projects shall not imply any affiliation or conflict with the Client.

10. Limitation of Liability

Tiltely's total liability under these Terms is limited to the fees paid by the Client for the particular services rendered. Tiltely is not liable for indirect, special, incidental, or consequential damages.

11. Termination

Tiltely reserves the right to terminate agreements immediately and without refund if the Client breaches these Terms or engages in harmful or unlawful activities.

12. Indemnification

Clients agree to indemnify, defend, and hold Tiltely harmless against any claims, liabilities, damages, and expenses arising from misuse of our services, breach of these Terms, or infringement of third-party rights.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of Wyoming, USA. Any disputes arising under these Terms will be settled by arbitration in Wyoming, USA.

14. Changes to Terms

Tiltely reserves the right to update these Terms at any time. Continued use of our website or services after such updates indicates your acceptance of the revised Terms.

15. Sharing with Third Parties

Tiltely may share certain project components with trusted third parties (e.g., OpenAI, Google Gemini) to optimize workflow unless explicitly requested otherwise by the Client in writing.

16. Force Majeure

Tiltely is not responsible for any failure or delay caused by events outside our reasonable control, including natural disasters, pandemics, government restrictions, or technical failures.

17. Entire Agreement

These Terms, combined with any specific Service Agreement, represent the full understanding between Tiltely and the Client and supersede prior communications.

18. Contact Information

Questions regarding these Terms can be directed to tilt@tiltely.com.

19. Terminology

To ensure clear understanding, all technical and service-related terms referenced in this document are defined in the accompanying reference titled "*Tiltely Service Definition and Work Terminology*". This document is considered an integral interpretative annex and may be used in the event of a dispute regarding the meaning or scope of terms.