



GILDR'S TERMS OF USE

Updated: 11/13/2018

By using the Gildr.co web site ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"), including any subsequent changes or modifications to them. If you do not agree to these Terms or to our Privacy Policy, please do not access the website.

Privacy and Communications

You acknowledge and agree that Gildr.co may occasionally send you communications regarding your account or the Service via email. See the Privacy Policy, which is incorporated into this Agreement by reference.

Accounts, Passwords, and Security

You must be a registered user to access the Service. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name.

Acceptable Use and Conduct

You are solely responsible for your conduct and your data related to the Service. You agree to indemnify, defend, and hold harmless Gildr.co, its affiliates and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Service, or your violation of these terms.

The Service are made available to you, your company, and/or your customers only for personal or commercial use, which must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights.

Any unauthorized use is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

Appropriate Practices

Gildr.co reserves the right to terminate any account that it finds in violation of its Terms of Use by receiving abuse complaints higher than allowed, without refund.

No Warranties or Representations

You understand and agree that the Service is provided “as is” and Gildr.co, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, beyond the Refund, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on Gildr.co’s servers.

Gildr.co, its affiliates, suppliers and Resellers make no warranty or representation, regarding the results that may be obtained from the use of the Service or the security of the Service.

Use of the Service is at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with you. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Limitation of Liability

In no event shall Gildr.co be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of or inability to use this site or the materials therein or resulting from unauthorized access to or alteration of data.

Termination of Service

We reserve the right to terminate your account at any time. You also have the option of canceling your account at any time without penalty. In the event of account cancelation, you will lose all data related to your account.

Conditions

We may modify or terminate our services at any time, for any reason, and without notice. We reserve the right to modify these Terms of Service at any time without notice. Please review these Terms of Service on occasion as they may change in the future. We may, but have no obligation to, remove accounts and content containing what we determine as unlawful, offensive, threatening, defamatory, obscene or otherwise objectionable material. We will remove content that violates any party's intellectual property or these Terms of Service. An account terminated by Sheer Industries will not be backed-up for any reason and will be immediately deleted from our servers.

Intellectual Property

Gildr.co claims no intellectual property rights over the material you provide to the Service. You acknowledge that Gildr.co owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by U.S. and international intellectual property laws. You agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service.

Use of Remarketing in Online Advertising

Third party vendors may show Gildr.co ads on sites on the internet. Third party vendors may use cookies to serve ads based on a user's prior visits to this website. Users may the Network Advertising Initiative opt out page to opt out of vendor's use of cookies.

Contact

Users with questions about this Agreement or the Privacy Policy may contact Gildr.co at celebratelife@gildr.co