

Utopian Contributors LLC Terms of Service

Effective Date: Nov. 16 2025

These Terms of Service (“Terms”) govern your use of the Utopian Contributors website and web applications (collectively, the “Service”) provided by Utopian Contributors LLC, 1021 East Lincolnway #1252, Cheyenne, Wyoming 82001 (“Company,” “we,” “us,” or “our”).

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use the Service.

1. Acceptance of Terms

1.1. **Agreement:** You affirm that you are of legal age to enter into a binding contract in your jurisdiction, or that you have obtained parental or guardian consent.

1.2. **Changes to Terms:** We may modify these Terms at any time. We will notify you of any material changes by posting the new Terms on the Service or via email. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance.

2. User Accounts and Responsibilities

2.1. **Account Creation:** You may be required to create an account to access certain features. You must provide accurate and complete information.

2.2. **Security:** You are responsible for safeguarding your password and for any activities or actions under your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

2.3. **Conduct:** You agree not to use the Service for any unlawful or prohibited activities.

3. Intellectual Property Rights

3.1. **Company Content:** All content, features, and functionality of the Service (including text, graphics, logos, and software) are the exclusive property of the Company and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

3.2. **User Content:** You retain ownership of all content (text, data, information, etc.) that you submit, post, or display on or through the Service ("User Content"). By posting User Content, you grant us a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, modify, and display the User Content solely to operate and provide the Service.

4. Prohibited Conduct

You agree not to do any of the following:

- Use the Service for any illegal purpose.
 - Infringe or violate the intellectual property rights or any other rights of anyone else.
 - Post or transmit content that is threatening, abusive, harassing, defamatory, or otherwise objectionable.
 - Interfere with the proper working of the Service.
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5. Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance. The Company does not warrant that the Service will be uninterrupted, secure, or error-free.

6. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company, its affiliates, directors, employees, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, data, or other intangible losses, arising out of or relating to your access to or use of the Service.

7. Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms. Upon termination, your right to use the Service will immediately cease.

8. Governing Law and Dispute Resolution

8.1. EU Users: If you are a user accessing the Service from the European Union, these Terms are governed by [Specify an EU Member State Law, e.g., the laws of Ireland], excluding its conflict of law principles. You may also benefit from the mandatory consumer protection provisions of the law of the country in which you reside.

8.2. US and Other Users: If you are a user accessing the Service from the United States or any jurisdiction outside the EU, these Terms shall be governed by the laws of the State of [Specify State, e.g., Delaware], without regard to its conflict of law principles.

8.3. Arbitration (US Users Only): For users in the United States, you agree that any dispute arising out of or relating to these Terms will be settled by binding arbitration in [Specify City, State, e.g., San Francisco, California] under the rules of the American Arbitration Association.

9. Provisions for Specific Jurisdictions

9.1. Data Protection and Privacy (EU/GDPR and CA/CCPA/CPRA Principles):

* Our collection and use of your personal information is governed by our **Privacy Policy**, which is incorporated by reference into these Terms.

* We process personal data in accordance with the principles of data minimization and purpose limitation.

* **EU Users:** You have rights under the General Data Protection Regulation (GDPR), including the right to access, rectify, port, and erase your personal data.

* **California Users:** You may have rights under the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) regarding your personal information, as detailed in our Privacy Policy.

9.2. California-Specific Notice:

* Pursuant to California Civil Code Section 1789.3, residents of California are entitled to the following consumer rights notice: The Service is provided by [Your Company Name], [Your Company Legal Address]. You may contact us at [Your Contact Email Address] or [Your Contact Phone Number]. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

10. Miscellaneous

10.1. **Entire Agreement:** These Terms constitute the entire agreement between you and us regarding the Service.

10.2. **Waiver and Severability:** Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in effect.