

Terms of Service (ToS)

These Terms of Service ("Terms") govern your access to and use of the Goalspire Todo/Goal Management Platform ("Platform"), which includes any associated websites, software, and services. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Platform.

1. User Accounts

To use the Platform, you must create a user account by providing a valid email address and a username. You are responsible for maintaining the confidentiality of your account login information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access or use of your account or any other breach of security.

2. Use of the Platform

You may use the Platform only for lawful purposes and in accordance with these Terms. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform.
- To impersonate or attempt to impersonate Goalspire or a Goalspire employee, another user, or any other person or entity.
- To upload, post, email, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

3. User Content

The Platform allows you to create and store goals, tasks, and other related content ("User Content"). You retain all rights in, and are solely responsible for, the User Content you create and store on the Platform. By creating and storing User Content on the Platform, you grant Goalspire a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, modify, create derivative works based on, distribute, publicly display,

publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Platform and Goalspire's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

4. Privacy

Goalspire respects the privacy of its users. Please review our Privacy Policy for information on how we collect, use, and disclose information from our users.

5. Modification of these Terms

Goalspire reserves the right to modify these Terms at any time by posting the modified Terms on the Platform. Your continued use of the Platform after any such modification constitutes your acceptance of the modified Terms.

6. Termination

Goalspire may terminate your access to the Platform or your account at any time, without notice, for any reason or no reason, including if you violate these Terms.

7. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOALSPIRE DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Limitation of Liability

IN NO EVENT WILL GOALSPIRE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY

DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM (INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM, LOSS OF DATA, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF GOALSPIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

You agree to defend, indemnify, and hold harmless Goalspire, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Platform.

10. Governing Law and Jurisdiction

These Terms and your use of the Platform will be governed by and construed in accordance with the laws of the jurisdiction in which Goalspire is located, without giving effect to any choice of law or conflict of law provisions. Any legal suit, action, or proceeding arising out of or relating to these Terms or the Platform will be instituted exclusively in the federal or state courts located in the jurisdiction in which Goalspire is located.

11. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms to which you agree when using particular elements of the Platform, constitute the entire agreement between you and Goalspire with respect to the Platform.

12. Contact Information

If you have any questions about these Terms or the Platform, you may contact us at **contact@goalspire.net**.