

Stacks OC LLC - Website Terms of Service

Updated: 12/15/2025

1. Agreement to Terms

By accessing or using our website located at UseStacks.io ("Site"), mobile application, and services provided by Stacks OC LLC ("Stacks" "we," "us," or "our"), you agree that you are bound by these Website Terms of Service ("Terms") and our Privacy Policy. Please read these Terms carefully. If you do not agree with the Terms, you do not have permission to use the Site.

We may make changes to these Terms at any time. The updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms regularly. Your continued use of the Site after such changes is implemented constitutes your acceptance of the changes.

2. Intellectual Property Rights

Unless otherwise indicated, the Site and all content and materials therein, including, without limitation, the Stacks logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "Stacks Materials") are the proprietary property of Stacks or our affiliates, licensors, or users, as applicable.

3. User Representations

By using the Site, you represent and warrant that:

- You have the legal capacity and agree to comply with these Terms.
- You are at least 18 years of age and have the legal capacity to enter into these Terms.
- You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise.
- You will not use the Site for any illegal or unauthorized purpose.
- Your use of the Site will not violate any applicable law or regulation.

4. User Registration

You may be required to register with the Site to access some features. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine that such a username is inappropriate, obscene, or otherwise objectionable.

5. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except as specifically endorsed or approved by us.

6. Third-Party Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us.

7. Site Management

We reserve the right, but not the obligation, to:

- Monitor the Site for violations of these Terms.
- Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms.
- Manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

8. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

9. Governing Law

These Terms shall be governed by and defined following the laws of Wyoming, USA. Stacks and yourself irrevocably consent that the courts of Wyoming, USA shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Terms.

10. Dispute Resolution

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration.

11. Disclaimer

The Site is provided on an “as-is” and “as-available” basis. You agree that your use of the Site and our services is at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

12. Limitation of Liability

To the fullest extent permitted by law, Stacks , its affiliates, and their respective directors, officers, employees, or agents shall not be liable to you or any third party for any indirect, consequential, incidental, special, or punitive damages, including lost profits, lost revenue, loss of data, or other damages arising from your use of the Site, even if we have been advised of the possibility of such damages.

13. Indemnification

You agree to defend, indemnify, and hold harmless Stacks, its subsidiaries, affiliates, and all of their respective officers, agents, partners, and employees from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- Your use of the Site.
- Your violation of these Terms.
- Your violation of any rights of a third party, including but not limited to intellectual property rights.

14. Program Agreement and Privacy Policy

Please review our Program Agreement and Privacy Policy, which also govern your use of the Site, to understand our practices.

15. Termination

We reserve the right to suspend or terminate your access to the Site and services, at our sole discretion, for any reason, including your violation of these Terms. Upon termination, your right to use the Site will cease immediately.

16. Contact Us

For any questions or concerns regarding these Terms, please contact us at:

Stacks IO LLC
727 N 1550 E, Suite 405

Orem, UT 84097

Email: support@usestacks.com