# **DIGGY Website Terms of Use**

Effective date: September, 15, 2025

Contact: legal@diggy.space

Welcome to the Diggy website (the "Site"). By accessing or using this Site, you agree to these Terms of Use. If you do not agree, please do not use the Site.

#### 1. Who we are

This Site is operated by **Diggy Inc.**, a company organized in the State of Delaware, USA.

#### 2. Permitted use of the Site

- You may browse the Site, learn about Diggy, and (if available) register your email address to join the waitlist or request updates.
- You agree not to misuse the Site, including: attempting to hack, scrape, overload, or disrupt it, posting harmful or unlawful content, or infringing the intellectual property rights of Diggy or others.
- You must comply with applicable laws when using the Site.

## 3. Information you provide

When you join our waitlist or contact us, you may provide us with personal information such as your email, or optionally your Facebook or WhatsApp contact. Our **Privacy Policy** explains how we collect, use, and protect that information.

## 4. Intellectual property

All content on the Site (design, text, images, logos, graphics, trademarks, and other materials) belongs to **Diggy Inc.** or its licensors. You may not copy, reproduce, or distribute any part of the Site without our written permission.

## 5. No warranties

The Site is provided "**AS IS**". We do not guarantee that it will always be available, error-free, or meet your expectations. To the extent permitted by law, we disclaim all warranties, express or implied.

# 6. Limitation of liability

To the maximum extent permitted by applicable law, Diggy and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenues, data, goodwill, or other intangible losses arising out of or related to your use of the Site.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

Except where prohibited by law, our total liability to you for all claims relating to the Site will not exceed the greater of (a) USD \$100 or (b) the amount you paid us, if any, in the 3 months preceding the claim.

### 7. Links to other sites

The Site may include links to third-party websites (e.g., Facebook, WhatsApp). We are not responsible for the content or practices of those sites. Please review their terms and privacy policies before using them.

# 8. Changes to the Site or Terms

We may update, suspend, or discontinue the Site at any time without notice. We may also update these Terms of Use. The "Effective date" above shows the latest version. Continued use of the Site means you accept the updated Terms.

## 9. Governing law

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict of law rules.

## 10. Contact us

Questions about these Terms? Email us at legal@diggy.space.