

TERMS OF SERVICE, PRIVACY POLICY, AND LEGAL DISCLAIMERS

Last Updated: [Insert Date]

1. Acceptance of Agreement

By accessing or using the Testify application, website, or related services (the “Service”), you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree, you must not access or use the Service.

2. Platform Role and Neutrality

Testify operates solely as a neutral technology platform that enables users to share content and interact with others. Testify does not control, supervise, verify, endorse, or assume responsibility for any user, user content, communications, or interactions. Testify is not a publisher, agent, broker, therapist, counselor, advisor, or fiduciary.

3. Eligibility and Account Responsibility

You must meet all applicable age and legal capacity requirements to use the Service. You are responsible for maintaining the confidentiality of your account credentials and for all activity occurring under your account.

4. No Professional, Emergency, or Crisis Services

The Service does not provide medical, mental health, legal, financial, emergency, or crisis intervention services. Content on the Service is not a substitute for professional advice or emergency assistance. If you believe you are in danger or experiencing a crisis, contact local emergency services immediately.

5. User-Generated Content and Conduct

You are solely responsible for all content you submit and for your conduct on and off the Service. Testify does not guarantee the accuracy, legality, or appropriateness of user content and is not liable for harm arising from such content.

6. Sensitive Content and Emotional Risk Acknowledgment

You acknowledge that the Service may contain sensitive, disturbing, or triggering material. You voluntarily choose to access such content and accept responsibility for your emotional and psychological well-being.

7. User Interactions, Meetups, and Assumption of Risk

Any interaction, communication, or meeting with other users occurs entirely at your own risk. Testify does not verify identities, conduct background checks, or guarantee safety. You assume all risks of harm, including physical injury,

assault, fraud, emotional distress, or death.

8. Release of Liability

To the maximum extent permitted by law, you release and discharge Testify and its affiliates from any claims, losses, damages, liabilities, or expenses arising from your use of the Service, user interactions, meetings, content reliance, or the acts or omissions of other users.

9. No Duty to Monitor or Protect

Testify has no obligation to monitor user activity, prevent harm, investigate conduct, or intervene in disputes. Any safety features or moderation actions are discretionary and do not create a duty or guarantee.

10. Intellectual Property and License

All rights in the Service belong to Testify. You retain ownership of your content but grant Testify a non-exclusive, worldwide, royalty-free license to use, display, and distribute it in connection with the Service.

11. Termination and Suspension

Testify may suspend or terminate access to the Service at any time, with or without notice, for any reason or no reason, without liability.

12. Limitation of Liability

To the fullest extent permitted by law, Testify shall not be liable for any direct or indirect damages, including incidental, consequential, special, exemplary, or punitive damages, loss of profits or data, emotional distress, personal injury, or property damage, regardless of legal theory.

13. Indemnification

You agree to defend, indemnify, and hold harmless Testify from any claims or expenses arising from your use of the Service, content, interactions, or violation of this Agreement.

14. Disclaimer of Warranties

The Service is provided on an “as is” and “as available” basis without warranties of any kind, express or implied.

15. Mandatory Arbitration and Class Action Waiver

All disputes shall be resolved exclusively through binding arbitration on an individual basis. You waive the right to jury trials and class actions. This agreement is governed by the Federal Arbitration Act.

16. Privacy and Data Use

Testify collects information you provide and limited technical data to operate the Service. We do not sell personal information. Use of the Service constitutes consent to data collection and processing as described herein.

17. Data Security, Retention, and Breach Disclaimer

Reasonable safeguards are used to protect information, but absolute security cannot be guaranteed. Testify is not liable for unauthorized access, data loss, or breaches to the extent permitted by law.

18. Third-Party Services and Links

The Service may include links to third-party services. Testify is not responsible for third-party content, actions, or privacy practices.

19. Governing Law and Nationwide Applicability

This Agreement shall be governed by United States law and, where applicable, the laws of the user's state of residence, without regard to conflict-of-law principles.

20. State-Specific Consumer Rights

Nothing in this Agreement limits non-waivable rights provided under applicable state or federal law.

21. Severability

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

22. Assignment

You may not assign your rights under this Agreement. Testify may assign this Agreement without restriction.

23. Waiver

Failure by Testify to enforce any provision shall not constitute a waiver of future enforcement.

24. Entire Agreement

This Agreement constitutes the entire agreement between you and Testify regarding the Service.