

Terms of Use

Effective date: October 10, 2025

Welcome to Trestle. Please read on to learn the rules and restrictions that govern your use of our website (the "Website"). If you have any questions, comments or concerns regarding these terms or the Website, please contact us at:

Email: team@trestle.inc

These Terms of Use (the "Terms") are a binding contract between you and Trestle, Inc. ("Trestle," "we" and "us"). Your use of the Website in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Website. These Terms include the provisions in this document as well as those in the [Privacy Policy](#).

Please read these Terms carefully. They cover important information about the Website. **These Terms include information about future changes to these Terms, limitations of liability and waiver of jury trial. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE IS SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE WEBSITE IN ANY MANNER.**

Will these Terms ever change?

We are constantly trying to improve our Website, so these Terms may need to change along with our Website. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at trestle.inc, send you an email, and/or notify you by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Website. If you use the Website in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Trestle takes the privacy of its users very seriously. For the current Trestle Privacy Policy, please click [here](#).

Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 18 years of age; if you are a child under 18 years of age, please do not attempt to register for or otherwise use the Website or send us any personal information. If we learn we have collected personal information from a child under 18 years of age, we will delete that information as quickly as possible. If you believe that a child under 18 years of age may have provided us personal information, please contact us at team@trestle.inc.

What about messaging?

As part of the Website, you may receive communications through the Website or from Trestle, including messages that Trestle sends you (for example, via email). By providing us with your name and email, you confirm that you want Trestle to send you information about Trestle, and you agree to receive communications from Trestle. You represent and warrant that each person for whom you provide an email address has consented to receive communications from Trestle. You agree to indemnify and hold Trestle harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing. For more information about the information we collect on the Website and how we use that information, please click [here](#).

Are there restrictions in how I can use the Website?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to the Website, or otherwise use or interact with the Website, in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Trestle);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Trestle;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (e) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (f) runs Maillist, Listserv, any form of auto-responder or "spam" on the Website, or any processes that run or are activated while you are not logged into the Website, or that otherwise interfere with the proper working of the Website (including by placing an unreasonable load on the Website's infrastructure);
- (g) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Website or Content (through use of manual or automated means);
- (h) copies or stores any significant portion of the Content; or
- (i) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Website.

A violation of any of the foregoing is grounds for termination of your right to use or access the Website.

What are my rights in the Website?

The materials displayed or performed or available on or through the Website, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Website, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any

Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Trestle's) rights.

Subject to these Terms, we grant each user of the Website a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Website. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Website is expressly prohibited without prior written permission from us. You understand that Trestle owns the Website. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Website. The Website may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

Who is responsible for what I see and do on the Website?

Any information or Content publicly posted or privately transmitted through the Website is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Website. We can't guarantee the identity of any users with whom you interact in using the Website and are not responsible for which users gain access to the Website.

You are responsible for all Content you contribute, in any manner, to the Website, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Website may contain links or connections to third-party websites or services that are not owned or controlled by Trestle. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Trestle is not responsible for such risks.

Trestle has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Website. In addition, Trestle will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Website, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Website, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Trestle shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this Website, or between users and any third party, you agree that Trestle is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Trestle, its directors, officers, employees, agents, and successors from

claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Website. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Will Trestle ever change the Website?

We're always trying to improve our Website, so it may change over time. We reserve the right to remove any Content from the Website at any time, for any reason, in our sole discretion, and without notice.

What else do I need to know?

Warranty Disclaimer. Trestle and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Trestle and all such parties together, the "Trestle Parties") make no representations or warranties concerning the Website, including without limitation regarding any Content contained in or accessed through the Website, and the Trestle Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Website or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Website. The Trestle Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Website. THE WEBSITE AND CONTENT ARE PROVIDED BY TRESTLE (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE TRESTLE PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. You agree to indemnify and hold the Trestle Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Website, and (b) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Trestle's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Waiver of Jury Trial. YOU AND TRESTLE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY.

Choice of Law; Venue. These Terms are governed by and will be construed under the laws of the State of [State], without regard to the conflicts of laws provisions thereof. Both you and Trestle agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, [County, State], or the federal district in which that county falls.

Miscellaneous. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Trestle agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Trestle, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Trestle, and you do not have any authority of any kind to bind Trestle in any respect whatsoever. You and Trestle agree there are no third-party beneficiaries intended under these Terms.