

Terms of Use

Effective Date: March 26, 2026

By accessing or using the ElementGuard website, application, or any related services (including mobile applications), you agree to be bound by these Terms of Use ("Terms"). If you do not agree, please refrain from using the Service.

Certain features of the Service may be subject to additional terms. In the event of a conflict, the feature-specific terms will take precedence.

Arbitration Notice: Unless you opt out and subject to limited exceptions described below, you agree that disputes between you and ElementGuard will be resolved through binding individual arbitration. You waive the right to participate in class action lawsuits or class-wide arbitrations.

Basic Terms

- You must be at least 13 years old to use the Service.
- You may not post violent, nude, partially nude, discriminatory, unlawful, hateful, pornographic, or sexually suggestive content through the Service.
- You are responsible for all activity that occurs through your account. You may not sell, transfer, license, or assign your account or any associated rights. Creating accounts on behalf of others is prohibited, except where expressly authorized for business purposes.
- All information provided during registration or use of the Service must be accurate, current, and complete. You agree to keep your information up to date.
- You may not solicit, collect, or misuse the login credentials of other users. You are solely responsible for maintaining the security of your password.
- You must not defame, stalk, bully, harass, impersonate, or threaten others, nor use the Service for any illegal or unauthorized purpose.
- You must comply with all applicable laws and regulations in connection with your use of the Service, including copyright and intellectual property laws.
- You are solely responsible for any content — including text, photos, videos, and other materials — that you submit, post, or display through the Service.
- You must not modify or alter the Service in a way that falsely implies an affiliation with ElementGuard.
- Unauthorized access to ElementGuard's private API or internal systems is strictly prohibited.
- Spamming, including the sending of unsolicited emails or any form of commercial or harassing communications, is not permitted.

- You must not interfere with or disrupt the Service, including through the introduction of malicious code such as viruses or malware.
- You may not attempt to prevent other users from accessing the Service or encourage others to violate these Terms.

Violation of these Terms may result in the suspension or permanent termination of your ElementGuard account at our sole discretion. ElementGuard is not responsible for content posted by users, and you use the Service entirely at your own risk.

General Conditions

- ElementGuard reserves the right to modify, suspend, or terminate the Service or your access to it at any time, for any reason, without prior notice or liability.
- Upon termination of your account, all rights granted to you under these Terms will immediately cease.
- We may update these Terms from time to time. Your continued use of the Service following any changes constitutes your acceptance of the updated Terms.
- ElementGuard reserves the right to deny access to the Service to any individual for any reason.
- We may remove or edit content that violates these Terms without any obligation to notify you in advance.
- You are responsible for your interactions with other users. ElementGuard is not liable for the conduct of any user and has no obligation to intervene in or resolve disputes between users.

Subscriptions

Certain parts of the Service may be offered on a subscription basis. You will be billed on a recurring cycle — weekly, monthly, quarterly, or annually — depending on the plan you select. Subscriptions automatically renew at the end of each billing cycle unless canceled beforehand.

You may cancel your subscription renewal at any time through your account settings. A valid payment method is required. By submitting payment information, you authorize ElementGuard to charge your account for the applicable subscription fees.

Free Trial

ElementGuard may offer a free trial for a limited period of time. If you provide payment information when signing up for a free trial, you will not be billed until the trial period expires. After the trial ends, subscription charges will apply automatically unless you cancel prior to the expiration date.

Content Rights

ElementGuard does not claim ownership of the content you create or share through the Service. However, by posting content, you grant ElementGuard a non-exclusive, transferable, sublicensable, worldwide license to use your content in connection with the Service, subject to our Privacy Policy.

Limitation of Liability

ElementGuard will not be liable for any damages — including direct, indirect, incidental, special, or consequential losses — arising from your use of the Service. The Service is provided on an "as is" basis without warranties of any kind. We do not guarantee that the Service will be uninterrupted or error-free, and we accept no liability for harm resulting from service interruptions or security breaches.

Indemnification

You agree to defend, indemnify, and hold ElementGuard and its officers, employees, and agents harmless from any claims, liabilities, damages, or legal expenses arising from your use of the Service, the content you submit, or any violation of these Terms.

Arbitration

You agree that any dispute between you and ElementGuard will be resolved exclusively through binding individual arbitration. You waive the right to participate in any class action lawsuit or class-wide arbitration proceeding.

You may opt out of this arbitration agreement by notifying ElementGuard in writing within 30 days of first accepting these Terms.

Governing Law & Venue

These Terms are governed by the laws of the State of California, USA, without regard to its conflict of law provisions. Any legal action not subject to arbitration must be brought before a state or federal court located in Santa Clara County, California.

Contact Us

If you have any questions or concerns regarding these Terms, please reach out to us:

ElementGuard Support

support@elementguard.xyz • www.elementguard.xyz