

Terms of Service

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Welcome to TBNR!

Your use of this website, and any of the services We may provide through Our website(s) including, but not limited to, brand integrations, custom production services, and in person events, (collectively the “Services”) is subject to these Terms of Service (the “Terms” or the “Agreement”) between you and TBNR, LLC, a Texas limited liability company (“Us”, “We”, or “Our”).

Please read this Agreement carefully. If you do not accept any part of it, then you may not use the Service. We may change the Terms or suspend or change the Service at any time without notice to you. By using our Services, you agree to the Terms, including any modifications we make. If you object to any such modifications, your sole recourse shall be to cease using the Service. Continued use of the Service following any such modifications indicates you acknowledge and agree to be bound by the modifications.

Who May Use the Service?

Age Requirements

You must be at least 18 years old to use the Service. By using the Service, you represent that you are at least 18 years old.

Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of Our Service

Privacy

We are committed to protecting your privacy. Please read our Privacy Policy for full details.

License and Permitted Use

All Content (as defined below) contained on the website is and shall remain the sole and exclusive property of Us. You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Content on the website in any manner. Certain uses of the Services may be subject to additional limitations, restrictions, terms and/or conditions specific to such use (“Additional Terms”) set forth in a separate agreement between you and Us. In such cases, the applicable Additional Terms will be made available to you and your access to and use of the Services will be contingent upon your acceptance of and compliance with such Additional Terms.

Third Party Components, Services, and Links

Some software used in Our Services may contain or otherwise make use of software, code or related materials from third parties (“Third Party Components”), including under an open-source license or Google Cloud Vision license. Certain Third-Party Components may be subject to separate license terms that accompany such Third Party Components that, to the extent they conflict with the terms of this Agreement, supersede the terms of this Agreement, so please be sure to read those licenses as well.

The Service may contain links to third-party websites and online services that are not owned or controlled by Us. We have no control over, and assume no responsibility for, such websites and online services. Be aware when you leave the website; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

Indemnity

You shall indemnify, release and hold harmless Us and Our parents, subsidiaries, affiliates, licensors and service providers, and each of Our respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the website(s) and/or the Services, in violation of this Agreement, or infringement of any intellectual property or other right of any person or entity.

Warranty Disclaimers

WE AND OUR SERVICE PROVIDERS AND LICENSORS PROVIDE THE WEBSITE AND SERVICES ON AN “AS IS” AND “AS PROVIDED” BASIS, WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AVAILABILITY OF THE WEBSITE OR SERVICES. WE MAKE NO REPRESENTATION THAT THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR, BUG OR VIRUS FREE AND SHALL NOT BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES, ACCESS DELAYS, ANY INTERRUPTION AND/OR DATA DELIVERY, NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR EVENTS BEYOND OUR REASONABLE CONTROL.

Limitation of liability

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE TO YOU OR YOUR BUSINESS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY SERVICES PROVIDED, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. YOU HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) OR THE AMOUNT YOU PAID US, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED “WARRANTY DISCLAIMERS” AND “LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH

PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Proprietary Rights

"TBNR" is a trademark that belongs to Us. Other trademarks, names and logos on the Service are the property of their respective owners.

Unless otherwise specified in these Terms, all materials, including the arrangement of them on the Service are Our sole property. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Rights to Content

Content defined:

For purposes of this Agreement "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and metrics, information or other materials that are posted, generated, provided or otherwise made available through and to the website(s) or Services.

Content Ownership

Subject to the foregoing, We and Our licensors exclusively own all right, title and interest in and to the website(s) and Services and Content, and all underlying software, technology and processes and any enhancements or modifications thereto, including all associated intellectual property rights therein. You acknowledge that the website(s), Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the website(s), Services or Content.

Feedback

Any feedback that you voluntarily provide to Us about the Service (e.g., suggestions for improvements – collectively, "Feedback") will be treated as non-confidential and non-proprietary. You grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate such Feedback into our Services without any attribution or compensation to you. This license does not apply to any confidential information, personal data, or content you submit that is protected under separate terms or our Privacy Policy. You understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

Governing Law. You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an

inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas including its statutes of limitations without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm, you agree to submit to the personal jurisdiction of the federal and state courts located in Dallas County, Texas, provided that such jurisdiction is proper under applicable law. You agree that Dallas County, Texas is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. For any dispute with TBNR, you agree to first contact us at info@tbnr.work and attempt to resolve the dispute with us informally. In the unlikely event that TBNR has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration administered by JAMS under the JAMS Streamlined Arbitration Rules and Procedures then in effect, except as modified by this Agreement. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Dallas, Texas, unless you and TBNR agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing TBNR from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, EXCEPT WHERE PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TBNR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE

IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

General

Certain violations of these Terms, as determined by Us, may require immediate termination of your access to the Service without prior notice to you. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between you and Us with respect to the subject matter herein and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between us about the Service. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US

If you have any questions about these Terms or otherwise need to contact Us for any reason, you can reach us at 1805 Nomas St, Dallas, TX 75212 mail to: info@tbnr.work.