

Terms of Service

DRAFT FOR REVIEW - NOT YET ADOPTED

Effective date remains pending. Publishing this copy does not establish acceptance.

Draft updated October 1, 2026. Effective date: pending adoption. This draft is available for review and is not yet an agreement accepted by users.

1. Who we are and who may use Whumpo

Whumpo is operated by Digifender LLC, based in Idaho, United States ("Whumpo," "we," "us"). These Terms govern our website, owner workspace, and website and application building and hosting services (the "Service"). Contact us at legal@digifender.com.

You must be at least 18 years old, legally able to enter this agreement, and based in the United States, or acting for a US-based organization. If you use Whumpo for an organization, you represent that you have authority to bind it; "you" includes that organization. An invitation does not waive these requirements. These account eligibility rules do not mean every visitor to a customer website must live in the United States.

Once adopted, these Terms and the Acceptable Use Policy will form your agreement when you affirmatively accept them. The Privacy Policy explains our handling of personal information; acknowledging it is not blanket consent to unrelated processing. A separately signed agreement controls if it expressly overrides these Terms.

2. Private preview and availability

Whumpo is an invitation-only service in private testing. Features may be incomplete, unavailable, changed, or discontinued. The preview has no uptime or support response-time guarantee. Keep independent copies of work you need and do not use the preview for emergency services, safety-critical systems, or workloads requiring uninterrupted operation or regulated-data safeguards we have not agreed to provide.

Descriptions of planned features, prices, allowances, integrations, or domain benefits are not a commitment that those features are available. We will identify a paid offering and its applicable conditions before asking you to purchase it. Where reasonably practicable, we will give notice of a material reduction or the end of the preview and an opportunity to export available work, subject to legal and security restrictions.

3. Your account and instructions

Provide accurate account information, secure your passkeys, passwords, recovery codes and devices, and promptly report suspected unauthorized access. You are responsible for people you authorize and for instructions you approve. You are not automatically responsible for unauthorized activity caused by our failure to meet a legal obligation.

Review the actual content and scope of publication, application activation, restoration, provider connections, and other approval requests. A draft, chat suggestion, or test result is not itself permission to publish or spend.

Whumpo's approval controls do not replace your duty to check that an approved action is lawful and suitable. Do not put credentials into Chat or generated source; use the dedicated connection controls.

4. AI assistance and your review

AI output can be inaccurate, insecure, incomplete, infringing, or similar to output supplied to others. Inspect and test generated text, code, images, and configuration before using them. AI output is not professional legal, medical, financial, or other regulated advice and is not a guarantee of compliance, accessibility, security, originality, or fitness for your project.

The current testing route uses Muse Spark 1.3 Contributor through OpenCode Go. Prompts and replies may be used by providers for model training. Use only non-sensitive test material in AI features. Do not submit confidential business information, secrets, regulated information, or another person's private data. A private workspace does not make this provider route confidential. This route has not been approved for confidential customer use, and there is no promise of provider deletion or a fixed provider retention period.

The Whumpo assistant maintains the owner's projects. It is not a visitor-facing customer-service agent. Any future customer-configured AI capability requires its own disclosed provider, permissions, and commercial conditions. See the Privacy Policy and Service Providers.

5. Your content and intellectual property

You retain your rights in content you provide. As between you and Digifender LLC, you also own any rights we have in output generated specifically for you, and we assign those rights to you to the extent legally transferable. This does not transfer our underlying platform, reusable tools or templates, third-party material, or someone else's rights. AI output may not qualify for exclusive copyright protection.

You grant us a nonexclusive, worldwide license to host, copy, process, adapt, transmit and display your content only as needed to deliver the Service you request, implement your sharing and publication choices, provide support, maintain security, and meet legal obligations. We may give providers the limited permissions necessary for those purposes. The current AI testing route's separate training use is disclosed above; do not treat this service license as a confidentiality promise for AI submissions.

We do not acquire a general right to sell your content, publish private drafts as advertising, or use your name or logo as a testimonial. Public distribution happens when you authorize publication or sharing. The service license ends when the relevant content is deleted from our systems, except for necessary legal retention, inaccessible backup copies pending removal, and copies you have authorized others to receive. We cannot recall public downloads, search-engine caches, or customer-controlled repository copies.

You must have the necessary rights and permissions for your content and instructions. Third-party code, fonts, assets, and components remain subject to their own licenses; preserve required notices. If you give us voluntary product feedback, you authorize us to use it without payment to improve Whumpo without disclosing your private content.

6. Your websites, applications and visitors

You are responsible for your published content, products, business representations, visitor interactions, and compliance with applicable laws. Supply appropriate visitor terms, privacy notices, permissions and contact details. Our policies describe Whumpo; they do not automatically become the policies of every customer business. Using a Whumpo subdomain does not make Digifender LLC the operator of your business or the seller of your products.

Collect only data you are authorized to handle. The preview is not offered for collecting payment-card numbers, government identification documents, health records, sensitive biometric information, or children's personal information. Contact us before proposing a workload that needs special contractual or technical protections. A data processing agreement, where required, must be completed separately before the applicable processing begins.

The Acceptable Use Policy applies to instructions, uploads, generated work, hosted content and use of the infrastructure. Technical availability is not permission for prohibited use.

7. Connected services and domains

You choose whether to connect external accounts, such as GitHub or Cloudflare, and must have authority over them. Their terms, charges, availability and privacy practices also apply. A connection grants only the permissions shown in the authorization flow; changes and purchases that require review still require your specific approval.

Disconnecting Whumpo or ending your account does not automatically delete customer-owned repositories, cancel domain registrations, remove unrelated DNS records, or stop charges from an outside provider. Review those services directly. We do not guarantee third-party service availability, domain availability, search rankings, or that exported code will run unchanged outside Whumpo.

8. Preview pricing and future purchases

The current Whumpo preview is free. Live paid subscriptions, credit purchases and domain purchases are unavailable. Where displayed, Stripe sandbox pricing tables can open test checkout, including simulated subscriptions or trials. Completing that flow does not activate a Whumpo plan, grant trial access, charge a live payment or promise future service. Use only test information and documented test payment methods in sandbox checkout. Preview balances and test credits have no cash value, are not deposits, and are not a right to future paid service. Standard AI assistance currently does not debit customer test units or credits; technical capacity and safety restrictions still apply.

There is no automatic conversion to a paid subscription and no payment authorization in accepting these Terms. Before enabling a purchase, we will present the actual price, taxes where applicable, billing interval, renewal terms, usage conditions, cancellation method and refund terms, and obtain the required agreement. Third-party services you purchase separately may charge you under their own terms. Nothing here removes mandatory refund, cancellation or other consumer rights.

9. Suspension and ending service

You may stop using Whumpo and request account closure at legal@digifender.com. Full self-service platform-account deletion and account-wide export are not yet available. Available project and Chat exports are narrower features. We will explain the available process and any lawful retention limits; this feature gap does not remove applicable privacy rights or legal deadlines.

We may restrict content or access when reasonably necessary to investigate a violation, protect people or systems, comply with law, or address a material breach. We may act immediately when notice would create risk or is legally restricted. Otherwise, we will seek to explain the reason and allow correction where appropriate. You may ask for review at the contact above. We may end the preview under section 2. Removal of an account or publication does not guarantee removal of every provider backup or copy held by others.

10. Disclaimers

To the extent permitted by law, the preview is provided "as is" and "as available." Digifender LLC disclaims implied warranties of merchantability, fitness for a particular purpose and noninfringement. We do not promise that AI output or customer content will be correct, that every unsafe item will be detected, or that the Service will be uninterrupted or error-free. These disclaimers do not exclude express promises we make in a signed agreement or warranties and duties the law does not allow us to exclude.

11. Limits of liability

To the extent permitted by law, neither party is liable under this agreement for indirect, incidental, special, consequential or punitive damages, or lost profits, revenue, goodwill or business opportunities. Digifender LLC's total liability arising from the Service or these Terms will not exceed the greater of US \$100 or the amount you paid us for the Service in the 12 months before the event giving rise to the claim.

These limits do not apply to fraud, willful misconduct, gross negligence, death or personal injury caused by negligence where liability cannot be limited, or any other liability or remedy that applicable law does not permit us to exclude or limit. Mandatory consumer and data-protection rights remain intact.

12. Business customer claims

If you use Whumpo on behalf of a business, that business will defend and indemnify Digifender LLC against third-party claims, damages and reasonable costs caused by the business's unlawful content, infringement of another person's rights, or material violation of the Acceptable Use Policy, to the extent of its responsibility. This does not cover claims caused by our breach, negligence or misconduct. We will give prompt notice, reasonable cooperation and control of the defense to the indemnifying business; it may not settle with an admission or nonmonetary obligation for us without our reasonable consent. This clause does not apply to an individual acting as a consumer.

13. Disputes and governing law

Idaho law governs these Terms, excluding conflict-of-laws rules, together with applicable federal law. Unless mandatory law provides otherwise, disputes may be brought in the state or federal courts with jurisdiction in Idaho, and both parties consent to those courts. Mandatory protections and venue rights available to consumers in their home jurisdiction are preserved.

Please contact legal@digifender.com so we can try to resolve a concern. Informal contact is not a prerequisite to timely court, small-claims, regulator or emergency relief. These Terms do not require arbitration or waive class actions or jury trials.

14. Changes and general terms

We will publish a dated version and notify affected account holders of material changes through the Service or their account email. Material contractual changes will apply prospectively after appropriate notice and any legally required renewed acceptance; we will not treat silence as consent where affirmative consent is required. Changes to privacy practices must also follow the Privacy Policy and applicable law.

If a provision is unenforceable, the rest remains effective to the extent legally permitted. A failure to enforce a provision is not a waiver. You may not transfer this agreement without our consent; we may transfer it with the Service in a merger, reorganization or sale only subject to its protections and applicable law. These Terms, the incorporated Acceptable Use Policy and any applicable signed agreement are the entire agreement about the

Service. Provisions that by their nature should survive termination, including accrued obligations, ownership, lawful retention, disclaimers and dispute terms, survive only to that extent.

15. Contact

Digifender LLC, Idaho, United States. Email: legal@digifender.com. Public mailing address: 9169 W State St #884, Garden City, ID 83714, United States.