

# Terms of Service for Thumo App

Lake Missoula Ventures, LLC

Last Updated: November 21, 2025

## 1 Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Lake Missoula Ventures, LLC, doing business as Thumo App ("we," "us," or "our"), concerning your access to and use of the Thumo App website (the "Site").

By accessing or using the Site, you agree that you have read, understood, and agree to be bound by all of these Terms. If you do not agree with all of these Terms, then you are expressly prohibited from using the Site and you must discontinue use immediately.

## 2 Intellectual Property Rights

Unless otherwise indicated, the Site and the proprietary code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws.

## 3 User Representations

By using the Site, you represent and warrant that:

1. All registration information you submit (specifically your email for the waitlist) will be true, accurate, current, and complete.
2. You have the legal capacity and you agree to comply with these Terms.
3. You are not a minor in the jurisdiction in which you reside.
4. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise.
5. You will not use the Site for any illegal or unauthorized purpose.

## 4 The Waitlist

By signing up for the Thumo App waitlist, you acknowledge that:

- Signing up does not guarantee immediate access to the Thumo App.

- We reserve the right to manage the waitlist, accept or reject sign-ups, and launch the application at our sole discretion.
- You consent to receive email communications regarding the status of the app and your place on the waitlist.

## **5 Prohibited Activities**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

## **6 Site Management**

We reserve the right, but not the obligation, to:

1. Monitor the Site for violations of these Terms.
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms.
3. Manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **7 Disclaimer**

The Site is provided on an as-is and as-available basis. You agree that your use of the Site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Site and your use thereof.

## **8 Limitation of Liability**

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site.

## **9 Future Application**

Please note that these Terms apply only to the use of the landing page website. The use of the Thumo App mobile or web application, once launched, will be governed by a separate End User License Agreement (EULA) and Terms of Service which will address specific app functionality, user conduct, and content moderation.

## 10 Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

**Lake Missoula Ventures, LLC (d/b/a Thumo App)**

PO Box 160

Portsmouth, RI 02871

[support@thumoapp.com](mailto:support@thumoapp.com)