

INFINITE ATOM TECHNOLOGIES LLC

Terms of Service

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// 1. ACCEPTANCE OF TERMS

By accessing or using infinite-atom.com ("the Platform"), operated by Infinite Atom Technologies LLC ("Infinite Atom," "we," "us," or "our"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree, do not use the Platform. These Terms apply to all visitors, users, partners, creators, and event organizers. Infinite Atom reserves the right to update these Terms at any time with notice as described herein.

// 2. ELIGIBILITY

You must be at least 18 years of age to create an account or use any paid services. The Platform is not intended for users under the age of 13. By using the Platform you represent that you meet these age requirements. Infinite Atom does not knowingly collect personal information from anyone under 13. If we discover such data has been collected, we will delete it immediately and may report the matter as required by law.

// 3. DESCRIPTION OF SERVICES

Infinite Atom Technologies LLC provides and is actively developing the following services through infinite-atom.com. Some services are live and some are in development. The platform description below reflects both current and planned capabilities:

- Partner vendor spaces — digital storefronts for Ohio makers and sellers
- Atomic Makers Network — Ohio-wide interactive event map for craft bazaars, car shows, maker faires, swap meets, and more
- Community features — public forum, partner showcase, partner lounge, weekly spotlight, leaderboard, and Hall of Fame
- Atom AI — AI-powered assistant for partner dashboard support and creative services
- Infinite Atom Cloud (IAC) — self-hosted infrastructure services for partners and small businesses (future)
- Website building and digital infrastructure services
- AI-powered creative services including copywriting, branding, and automation (future)
- 3D printing services — precision on-demand physical and digital products (future)

Features marked as future or coming soon are disclosed in good faith. Infinite Atom makes no guarantee of specific launch dates for features not yet live. Access to and features of the platform may change over time with appropriate notice.

// 4. ACCOUNTS

4.1 Registration

To access certain features you must create an account. You agree to provide accurate, complete information and keep it current. You are responsible for all activity under your account and for maintaining the confidentiality of your credentials. Notify us immediately at infiniteatomtech@gmail.com if you suspect unauthorized access.

4.2 Account Types

The Platform offers Partner accounts (paid vendor spaces), Customer accounts (free community access), and Staff accounts (Infinite Atom employees and administrators). Each account type has different capabilities and is subject to additional terms specific to that account type.

4.3 Termination

Infinite Atom reserves the right to suspend or terminate accounts that violate these Terms, applicable law, or community standards, without notice and at our sole discretion. You may also close your account at any time by contacting infiniteatomtech@gmail.com.

// 5. PARTNER VENDOR SPACES

Partners who register for a vendor space agree to the pricing and terms of their selected tier. Tier features, pricing, and commission structures are described on the registration and bazaar pages and in the Partner Terms of Service, which is incorporated herein by reference. Founding Merchant slots are limited to 15 total ever issued. Infinite Atom reserves the right to suspend vendor spaces that violate platform policies.

// 6. ACCEPTABLE USE

You agree NOT to:

- Upload, post, or share content that infringes on intellectual property rights
- Post spam, malicious code, phishing content, or deceptive listings
- Harass, threaten, abuse, or stalk other users
- Attempt to hack, scrape, or disrupt Platform operations
- Misrepresent yourself, your products, or your business
- Upload content that is illegal, harmful, obscene, or violates any applicable law
- Create fake reviews, ratings, or community content
- Use the Platform to facilitate illegal transactions of any kind
- Attempt to circumvent any Platform security, payment system, or access control
- Upload AI-generated content without disclosure where required by Platform policies

Violations may result in immediate account termination and legal action where applicable.

// 7. CONTENT & INTELLECTUAL PROPERTY

7.1 Your Content

You retain ownership of content you submit to the Platform. By submitting content, you grant Infinite Atom a non-exclusive, worldwide, royalty-free license to display, distribute, and promote that content within the Platform and its marketing materials. This license terminates upon removal of the content or closure of your account.

7.2 Platform IP

All Platform design, code, branding, infrastructure, and technology are the exclusive property of Infinite Atom Technologies LLC. You may not reproduce, reverse engineer, or create derivative works from any Platform technology or branding without prior written permission.

7.3 Section 230 Notice

Infinite Atom Technologies LLC is an interactive computer service provider as defined by 47 U.S.C. Section 230. We are not the publisher or speaker of user-generated content posted on the Platform. We are not liable for content posted by users, partners, or event organizers. We reserve the right but not the obligation to remove content that violates these Terms or applicable law.

7.4 AI-Generated Content

Content generated by or with the assistance of artificial intelligence tools, including Atom AI, may be used on the Platform subject to these Terms. You are responsible for any AI-generated content you post or publish. Infinite Atom makes no warranty regarding the accuracy, originality, or fitness for purpose of AI-generated content. Users should independently verify AI-generated information before relying on it.

// 8. MAP & EVENT LISTINGS

Event listings and makerspace information on the Atomic Makers Network map are submitted by community members and partners. Infinite Atom does not guarantee the accuracy, completeness, or safety of event listings. We are not responsible for conditions at listed events, event cancellations, or disputes between vendors and event organizers. Users who attend or participate in listed events do so at their own risk. Submitting an event listing constitutes a warranty that you have authority to promote the event and that all information provided is accurate.

// 9. COMMUNITY FEATURES

The Platform includes public forums, partner showcase areas, a private partner lounge, and community tools. Participation in community features is subject to the Acceptable Use Policy incorporated herein. Infinite Atom moderates community content at its discretion but is not obligated to review all content before publication. Community moderation decisions are final.

// 10. PURCHASES & PAYMENTS

All purchases and subscription fees are governed by the Payment and Processing Policy and Subscription Billing Agreement incorporated herein by reference. All purchases are subject to applicable terms at the time of purchase. Infinite Atom reserves the right to modify pricing for non-locked tiers with 30 days written notice. Founding Merchant pricing is permanently locked.

// 11. OHIO MARKETPLACE FACILITATOR NOTICE

Infinite Atom Technologies LLC may be subject to Ohio's marketplace facilitator sales tax laws as the platform grows. When required by applicable law, Infinite Atom will collect and remit Ohio sales tax on sales facilitated through the platform. Partners remain responsible for sales tax obligations on sales made outside the platform. This section will be updated as applicable law develops and as the platform reaches relevant transaction thresholds.

// 12. DISCLAIMERS

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. INFINITE ATOM DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS. WE DO NOT GUARANTEE ANY SPECIFIC LEVEL OF SALES,

TRAFFIC, OR COMMERCIAL RESULTS FOR PARTNERS. WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF COMMUNITY-SUBMITTED CONTENT INCLUDING EVENT LISTINGS, PRODUCT DESCRIPTIONS, OR FORUM POSTS.

// 13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINITE ATOM TECHNOLOGIES LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS, DATA, OR BUSINESS OPPORTUNITY, ARISING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO INFINITE ATOM IN THE 12 MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

// 14. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Infinite Atom Technologies LLC, its members, officers, employees, agents, and successors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys fees) arising out of or relating to: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any third-party rights; (d) content you submit to the Platform; or (e) your participation in any event listed on the Platform.

// 15. DATA & PRIVACY

Your use of the Platform is also governed by our Privacy Policy, which is incorporated herein by reference. By using the Platform you consent to data practices described in the Privacy Policy. Ohio residents have specific rights under Ohio data privacy law as described in the Privacy Policy.

// 16. MODIFICATIONS TO TERMS

Infinite Atom reserves the right to modify these Terms at any time. Material changes will be communicated via email to registered users with a minimum of 14 days notice before taking effect. Non-material changes (such as clarifications, typographical corrections, or additions related to new features) may take effect immediately. Continued use of the Platform after the effective date constitutes acceptance of the modified Terms.

// FUTURE PLATFORM DEVELOPMENT

Infinite Atom Technologies LLC is an evolving platform. As new features, services, and capabilities are introduced — including but not limited to on-platform commerce, digital downloads, AI services, Infinite Atom Cloud infrastructure services, community features, and payment integrations — additional terms specific to those features will be published and incorporated into this Agreement by reference. Users and partners will be notified of material additions with a minimum of 14 days written notice before taking effect. Continued use of the platform after notice constitutes acceptance of supplemental terms.

// ARBITRATION & DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to this Agreement or the use of the platform that cannot be resolved through good-faith negotiation within 30 days shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. The arbitration shall

take place in Fairfield County, Ohio. The arbitrator's decision shall be final and binding. Each party shall bear its own costs and attorneys fees unless the arbitrator determines that a party acted in bad faith.

CLASS ACTION WAIVER: You agree that any arbitration or legal proceeding shall be conducted solely on an individual basis. You waive any right to bring or participate in a class action, class arbitration, or representative proceeding of any kind.

EXCEPTION: Either party may seek emergency injunctive relief in the courts of Fairfield County, Ohio to prevent irreparable harm pending arbitration. Nothing in this section prevents Infinite Atom from seeking collection of unpaid subscription fees through appropriate legal channels.

// GOVERNING LAW

This Agreement is governed by the laws of the State of Ohio, United States, without regard to conflict of law principles. Any matters not subject to arbitration shall be resolved exclusively in the state or federal courts located in Fairfield County, Ohio. Both parties consent to personal jurisdiction in those courts.

// SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions of this Agreement shall continue in full force and effect.

// ENTIRE AGREEMENT

This Agreement, together with all documents incorporated by reference, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings. No amendment to this Agreement shall be binding unless made in writing and either agreed to by both parties or communicated with the required notice period.

// CONTACT

For questions about this Agreement: infiniteatomtech@gmail.com

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