

Trestle, Inc.
Terms of Use and Privacy Policy

SUMMARY

The *Terms of Use* govern use of Trestle, Inc.'s website.
The *Privacy Policy* explains how Trestle, Inc. collects,
uses, discloses and protects personal information.

TERMS OF USE

Effective date: August 24, 2026

Please read on to learn the rules and restrictions that govern your use of our website (the “Website”). If you have any questions, comments or concerns regarding these terms or the Website, please contact us at team@trestle.inc. These Terms of Use (the “Terms”) are a binding contract between you and Trestle, Inc. (“Trestle, Inc.,” “we” and “us”). Your use of the Website in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Website. These Terms include the provisions in this document as well as those in the Privacy Policy in the next section.

Please read these Terms carefully. They cover important information about the Website. These Terms include information about future changes to these Terms, limitations of liability and waiver of jury trial. Please note that your use of and access to our website is subject to the following terms; if you do not agree to all of the following, you may not use or access the website in any manner.

Will these Terms ever change?

We are constantly trying to improve our Website, so these Terms may need to change along with our Website. We reserve the right to change the Terms at any time, but if we do, we will place a notice on our site located at trestle.inc, send you an email, and/or notify you by some other means.

If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Website. If you use the Website in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Trestle, Inc. takes the privacy of its users very seriously. For the current Trestle, Inc. Privacy Policy, please see the “Privacy” section below.

Children’s Online Privacy Protection Act

The Children’s Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 18 years of age; if you are a child under 18 years of age, please do not attempt to register for or otherwise use the Website or send us any personal information. If we learn we have collected personal information from a child under 18 years of age, we will delete that information as quickly as possible. If you believe that a child under 18 years of age may have provided us personal information, please contact us at team@trestle.inc.

What about messaging?

As part of the Website, you may receive communications through the Website or from Trestle, Inc., including messages that Trestle, Inc. sends you (for example, via email). By providing us with your name and email, you confirm that you want Trestle, Inc. to send you information about Trestle, Inc., and you agree to receive communications from Trestle, Inc.. You represent and warrant that each person for whom you provide an email address has consented to receive communications from Trestle, Inc.. You agree to indemnify and hold Trestle, Inc. harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to your breach of the foregoing.

For more information about the information we collect on the Website and how we use that information, please click [here](#).

Are there restrictions in how I can use the Website?

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to the Website, or otherwise use or interact with the Website, in a manner that:

- A. infringes or violates the intellectual property rights or any other rights of anyone else (including Trestle, Inc.);
- B. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Trestle, Inc.;
- C. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- D. attempts, in any manner, to obtain the password, account, or other security information from any other user;
- E. violates the security of any computer network, or cracks any passwords or security encryption codes;
- F. runs Maillist, Listserv, any form of auto-responder or “spam” on the Website, or any processes that run or are activated while you are not logged into the Website, or that otherwise interfere with the proper working of the Website (including by placing an unreasonable load on the Website’s infrastructure);
- G. “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Website or Content (through use of manual or automated means);
- H. copies or stores any significant portion of the Con-

tent; or

- I. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Website.

A violation of any of the foregoing is grounds for termination of your right to use or access the Website.

What are my rights in the Website?

The materials displayed or performed or available on or through the Website, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the “Content”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Website, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Trestle, Inc.’s) rights.

Subject to these Terms, we grant each user of the Website a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Website. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Website is expressly prohibited without prior written permission from us. You understand that Trestle, Inc. owns the Website. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Website. The Website may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

Who is responsible for what I see and do on the Website?

Any information or Content publicly posted or privately transmitted through the Website is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Website. We can't guarantee the identity of any users with whom you interact in using the Website and are not responsible for which users gain access to the Website.

You are responsible for all Content you contribute, in any manner, to the Website, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Website may contain links or connections to third-party websites or services that are not owned or controlled by Trestle, Inc.. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Trestle, Inc. is not responsible for such risks.

Trestle, Inc. has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Website. In addition, Trestle, Inc. will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Website, you release and hold us harmless from any and all liability arising from your use of any

third-party website or service.

Your interactions with organizations and/or individuals found on or through the Website, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such

organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Trestle, Inc. shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this Website, or between users and any third party, you agree that Trestle, Inc. is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Trestle, Inc., its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Website. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Will Trestle, Inc. ever change the Website?

We’re always trying to improve our Website, so it may change over time. We reserve the right to remove any Content from the Website at any time, for any reason, in our sole discretion, and without notice.

What else do I need to know?

Warranty Disclaimer.

Trestle, Inc. and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Trestle, Inc. and all such parties together, the “Trestle, Inc. Parties”) make no representations or warranties concerning the Website, including without limitation regarding any Content contained in or accessed through the Website, and the Trestle, Inc. Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Website or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Website. The Trestle, Inc. Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Website. The website and content are provided by trestle (and its licensors and suppliers) on an “as-is” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, noninfringement, or that use of the website will be uninterrupted or error-free. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Limitation of Liability.

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall any of the Trestle, Inc. parties be liable to you or to any other person for (a) any indirect, special, incidental, punitive or consequential damages of any kind, including damages for lost profits, business interruption, loss of data, loss of goodwill, work stoppage, accuracy of results, or

computer failure or malfunction, (b) any substitute goods, services or technology, (c) any amount, in the aggregate, in excess of one-hundred (\$100) dollars or (d) any matter beyond our reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential or certain other damages, so the above limitation and exclusions may not apply to you.

Indemnity.

You agree to indemnify and hold the Trestle, Inc. Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Website, and (b) your violation of these Terms.

Assignment.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Trestle, Inc.'s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Waiver of Jury Trial.

You and Trestle, Inc. waive any constitutional and statutory rights to go to court and have a trial in front of a judge or jury.

Choice of Law; Venue.

These Terms are governed by and will be construed under the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Both you and Trestle, Inc. agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New York County, New York, or the federal district in which that county falls.

Miscellaneous.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any

further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Trestle, Inc. agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Trestle, Inc., and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Trestle, Inc., and you do not have any authority of any kind to bind Trestle, Inc. in any respect whatsoever. You and Trestle, Inc. agree there are no third-party beneficiaries intended under these Terms.

PRIVACY POLICY

Effective date: August 24, 2026

At Trestle, Inc., we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and disclose your information as described in this Privacy Policy.

Remember that your use of Trestle, Inc.'s Services is at all times subject to our Terms of Use, trestle.inc/privacy, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

As we continually work to improve our Services, we may need to change this Privacy Policy from time to time. We will alert you of material changes by placing a notice on the Trestle, Inc. website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes.

What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or

people we don't manage.

Personal Data

Categories of Personal Data We Collect

At the bottom of this document, Figure 1 details the categories of Personal Data that we collect and have collected over the past 12 months.

Our Commercial or Business Purposes for Collecting Personal Data

Providing, Customizing and Improving the Services:

- Creating and managing your account or other user profiles.
- Providing you with the products, services or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Services.
- Improving the Services, including testing, research, internal analytics and product development.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Storing the data of service organizations' clients, for the purpose of that service organization categorizing, visualizing, and reporting that data.
- Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws.

Corresponding with You:

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Trestle, Inc. or the Services.

- Sending emails and other communications according to your preferences.

Other Permitted Purposes for Processing Personal Data

In addition, each of the above referenced categories of Personal Data may be collected, used, and disclosed with the government, including law enforcement, or other parties to meet certain legal requirements and enforcing legal terms including: fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities; protecting the rights, property or safety of you, Trestle, Inc. or another party; enforcing any agreements with you; responding to claims that any posting or other content violates third-party rights; and resolving disputes. We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice or obtaining your consent.

Categories of Sources of Personal Data

We collect Personal Data about you, from you:

- When you provide such information directly to us.
- When you create an account or use our interactive tools and Services.
- When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires.
- When you send us an email or otherwise contact us.
- When you use the Services and such information is collected automatically.
- Through Cookies (defined in the “Tracking Tools and Opt-Out” section below).

- If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.

How We Disclose Your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- Service Providers. These parties help us provide the Services or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
 - Analytics providers for web traffic or usage of the site.
 - Security and fraud prevention consultants.
 - Support and customer service vendors.
 - Product fulfillment and delivery providers.
- Business Partners. These parties partner with us in offering various services. They include:
 - Businesses that you have a relationship with.
 - Parties You Authorize, Access or Authenticate.

Legal Obligations

We may disclose any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Other Permitted Purposes for Processing Personal Data” section above.

Business Transfers

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part).

Data that is Not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and disclose it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not disclose such data in a manner that could identify you.

Tracking Tools and Opt-Out

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data—usually text files—placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support “Do Not Track” requests sent from a browser at this time. We use the following types of Cookies:

- **Essential Cookies.** Essential Cookies are required for providing you with features or services that you have requested. For example, certain

Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.

- **Functional Cookies.** Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Performance/Analytical Cookies.** Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, PostHog Inc. ("PostHog") uses cookies in connection with its PostHog analytics services. PostHog's ability to use and disclose information collected by PostHog about your visits to the Services is subject to the PostHog Terms and the PostHog Privacy Policy. You have the option to opt-out of PostHog's use of Cookies by setting your browser settings to refuse Cookies. For more information, please see PostHog's Privacy Policy at posthog.com/privacy.

Data Security

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other

sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

Data Retention

We retain Personal Data about you for as long as necessary to provide you with our Services or to perform our business or commercial purposes for collecting your Personal Data. When establishing a retention period for specific categories of data, we consider who we collected the data from, our need for the Personal Data, why we collected the Personal Data, and the sensitivity of the Personal Data. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally. For example:

- We retain your profile information and credentials for as long as you have an account with us.
- We retain your device/IP data for as long as we need it to ensure that our systems are working appropriately, effectively and efficiently.
- We retain information on clients of a service organization on behalf of that service organization.

Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data from children under 13 years of age; if you are a child under the age of 13, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we

learn we have collected Personal Data from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided Personal Data to us, please contact us at support@trestle.inc.

Other State Law Privacy Rights

California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at support@trestle.inc.

Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not wish such operators to track certain of your online activities over time and across different websites. Our Services do not support Do Not Track requests at this time. To find out more about "Do Not Track," you can visit allaboutdnt.com.

Nevada Resident Rights

Please note that we do not currently sell your Personal Data as sales are defined in Nevada Revised Statutes Chapter 603A.

Contact Information

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

- team@trestle.inc
- 169 Madison Ave, STE 15242 New York, New York 10016

Figure 1: Categories of Personal Data We Collect

The categories below reproduce the source policy's data table in a single-column format.

Profile or Contact Data

Examples: First and last name, email, username, phone number and mailing address.

Business or commercial purpose: Providing, Customizing and Improving the Services; Corresponding with You

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Identifiers

Examples: Social security number, driver's license number, state identification card, passport number and cultural or social identifiers (for example, being an environmental activist, religious or philosophical beliefs, etc.).

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Device/IP Data

Examples: IP address, domain server and type of device/operating system/browser used to access the Services.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers

Web Analytics

Examples: Web page interactions and statistics associated with the interaction between device or browser and the Services.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers

Consumer Demographic Data

Examples: Age and/or date of birth, zip code, gender, race, ethnicity, sex life, sexual orientation, political opinions, religious beliefs and other demographic data requested by

the service organization.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Professional or Employment-Related Data

Examples: Job title and job history.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Geolocation Data

Examples: IP-address-based location information.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Categories of Data Considered ‘Sensitive’ Under State Privacy Laws

Examples: A person’s account log-in credentials; ethnicity; race; sexual orientation.

Business or commercial purpose: Providing, Customizing and Improving the Services

Disclosed to: Service Providers; Business Partners; Parties You Authorize, Access or Authenticate

Other Identifying Information You Voluntarily Choose to Provide

Examples: Emails, letters and texts you send us.

Business or commercial purpose: Providing, Customizing and Improving the Services; Corresponding with You

Disclosed to: Service Providers