

# Terms of Use

Effective as of: December 16, 2025

These Terms of Use (the “**Terms**”) govern your access to and use of any website or online service that links to these Terms, including without limitation <https://asunagilfoyle.com> (collectively, the “**Websites**”). The Websites are operated by AsunaGilfoyle.com LLC and Horseman Theatricals LLC (together, the “**Company**,” “**we**,” or “**us**”).

By accessing or using any Website, you agree to be bound by these Terms. If you do not agree, you may not use the Websites.

## 1. ***Use of the Websites.***

You may use the Websites solely for lawful purposes and in accordance with these Terms. We may modify, suspend, or discontinue any portion of the Websites at any time without notice.

We do not guarantee that the Websites, or any content on them, will be available, uninterrupted, or error-free.

## 2. ***Ownership and Intellectual Property.***

The Websites and all content, materials, and features made available through them, including text, graphics, images, video, audio, software, trademarks, logos, and design elements (collectively, the “**Content**”), are owned by or licensed to the Company and are protected by applicable intellectual property laws.

Nothing in these Terms grants you any ownership interest in the Content. You are granted a limited, revocable, non-exclusive license to access and use the Websites for personal, non-commercial purposes only.

Any unauthorized use of the Content is strictly prohibited.

## 3. ***Restrictions on Use.***

You agree not to:

- (a) Use the Websites in violation of any applicable law or regulation
- (b) Interfere with or disrupt the operation or security of the Websites
- (c) Attempt to gain unauthorized access to any systems or data
- (d) Use automated tools, scraping, or data mining technologies

- (e) Introduce viruses, malware, or other harmful code
- (f) Infringe the rights of the Company or any third party

We reserve the right to restrict or terminate access at our discretion.

4. ***Submissions.***

Any information or material you submit through the Websites will be considered non-confidential and non-proprietary unless otherwise stated in writing. By submitting content, you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, publish, and distribute such content in any medium.

You represent that you have all rights necessary to submit such content.

5. ***Third-Party Links.***

The Websites may contain links to third-party websites or services. We are not responsible for the content, availability, or practices of any third-party sites. Accessing third-party websites is at your own risk.

6. ***No Warranties.***

THE WEBSITES AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. ***Limitation of Liability.***

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITES.

IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY EXCEED ONE HUNDRED U.S. DOLLARS (USD \$100).

8. ***Indemnification.***

You agree to indemnify and hold harmless the Company and its members, managers, officers, employees, and agents from any claims, damages, losses, or expenses arising from your use of the Websites or violation of these Terms.

9. ***Governing Law and Jurisdiction.***

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Any dispute shall be brought exclusively in the state or federal courts located in Delaware, and you consent to their jurisdiction.

10. ***Changes to These Terms.***

We may revise these Terms at any time. Any changes will be effective upon posting. Your continued use of the Websites constitutes acceptance of the revised Terms.

11. ***Entire Agreement.***

These Terms constitute the entire agreement between you and the Company regarding the Websites and supersede all prior agreements or understandings.

12. ***Contact.***

Questions regarding these Terms may be directed to:

AsunaGilfoyle.com LLC

***or***

Horseman Theatricals LLC

**Email:** legal@asunagilfoyle.com