

Terms of Use

offline, operated by **offline group, llc**
Last updated: 19 October 2026

1. Acceptance of terms

By accessing or using *offline.live* (the "Site"), or by submitting an application, nomination, referral, or other materials to **offline group, llc** ("*offline*," "we," "us"), you (a "User") agree to these Terms of Use. If you do not agree, do not use the Site.

2. Definitions and scope

"*offline*" (the "Network") is a private, invitation-only network for professionals of the kind *offline* represents (defined below as "Members"), referred to within the Network as "good humans," across a variety of industries, whose work is rooted in human and planetary betterment. "good humans" is *offline*'s brand terminology for its represented Members and carries no meaning distinct from "Member" for purposes of these Terms.

The Network is operated by **offline group, llc** ("*offline* group," the "Company"), a Wyoming limited liability company and the parent legal entity of the *offline* brand. References to "*offline*," "we," "us," and "our" throughout these Terms mean **offline group, llc**, acting through the *offline* brand, unless otherwise specified.

offline represents and manages the professional engagements of its represented members ("Members"), evaluating and forwarding relevant project enquiries on their behalf. Members retain full and final discretion to accept or decline any project *offline* brings to them.

Membership in the Network is by invitation only. New membership positions are made available on an annual basis. Candidates are typically nominated by an existing Member and supported by the nomination of at least one additional Member, and are thereafter evaluated by *offline*'s admissions committee (the "*offline* Committee"), which is constituted separately from, and does not include, the board of executives, founders, or directors of **offline group, llc**.

Access to the Network, its directory, and its representation services is by invitation, nomination, and application only, at *offline*'s sole discretion.

3. Eligibility

The Site is intended for professional and business use. By using the Site, you represent that you are at least 18 years old and capable of entering into a binding agreement.

4. Applications, nominations, and representation

- Submitting an application or nomination does not guarantee membership, representation, or any ongoing relationship with *offline*.
 - *offline* evaluates all submissions against its own internal values and criteria and may decline any application without obligation to provide detailed reasoning, consistent with *offline*'s decline policy: declines are handled honestly and directly, but *offline* is not obligated to publicly detail its evaluation process.
 - Any representation arrangement between *offline* and a Member is governed by a separate agreement, not by these Terms.
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5. Project enquiries and *offline*'s representation role

- Where a Client submits a project enquiry, *offline* evaluates the enquiry and, at its discretion, forwards it to a relevant represented Member.
- Submitting a project enquiry does not guarantee that any Member will take on the project. Members retain sole and final discretion to accept or decline any project *offline* brings to them, for any reason.
- *offline* is not a party to, and bears no liability for, the ultimate agreement (if any) reached directly between a Client and a represented Member in connection with a project.
- Enquiry data is retained only as described in *offline*'s [Privacy Policy](#): generally up to 28 days after an enquiry is closed, or up to 18 months after a resulting project concludes.

First enquiry requirements. Upon a first enquiry regarding any represented Member, the Client must communicate to the representative the industry or area in which the Client wishes to engage that Member. This allows *offline* and the represented Member to assess fit and conflicts before proceeding.

Exclusivity, confidentiality, and NDA. *offline* treats exclusivity and confidentiality as central to how it operates. Descriptive materials about a represented Member, including brochures and any indicative pricing, are shared only after a mutual non-disclosure agreement has been signed. Any pricing shared at this stage is indicative only and does not constitute a binding quote or offer; final terms are agreed directly between the Client and the represented Member, via their representative.

6. Intellectual property

- All content on the Site, including the *offline* name, brand identity, manifesto, motif, and design system, is the property of **offline group, llc** or its licensors and may not be copied, reproduced, or used without permission.
 - Materials submitted to *offline* (applications, case study materials, portfolio content) remain the property of the submitting party. By submitting such materials, the submitting party grants *offline* a limited license to review, evaluate, and, where the submitting party has agreed to representation, present them (anonymized by default) in connection with *offline*'s work.
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7. Confidentiality

offline anonymizes case studies and Member information by default. *offline* asks that anyone interacting with the Network, including applicants, Members, and prospective Clients, respect the same standard of discretion regarding information shared through the Network.

8. Acceptable use

A User agrees not to:

- Use the Site for any unlawful purpose
 - Attempt to access non-public areas of the Site or Network without authorization
 - Misrepresent their identity or affiliation when applying or communicating with *offline*
 - Scrape, harvest, or systematically extract data from the Site
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9. Disclaimers

The Site and its content are provided "as is" without warranties of any kind, express or implied. *offline* does not guarantee that the Site will be uninterrupted, error-free, or secure.

10. Limitation of liability

To the fullest extent permitted by law, **offline group, llc** and its members, managers, and representatives are not liable for any indirect, incidental, consequential, or special damages arising from a User's use of the Site or any application, nomination, referral, or communication submitted through it.

11. Governing law

These Terms are governed by the laws of the State of Wyoming, USA, without regard to conflict-of-law principles. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts located in Wyoming.

12. Changes to these terms

offline may revise these Terms from time to time. The "Last updated" date set out above reflects the date of the most recent revision. Continued use of the Site after changes take effect constitutes acceptance of the revised Terms.

13. Contact

offline group, llc, operating the *offline* Network

Email: hello@offline.live

This document has been finalized and published after review and approval of counsel and attorney sign-off, particularly the representation role (Section 5), confidentiality (Section 7), and limitation of liability (Section 10) sections given *offline*'s representation model.

offline part of *offline* group LLC. Reg WY