

The Griffinfly Website Terms of Use

Effective Date: 2026-05-10

These Terms of Use ("Terms") are a binding legal agreement between you and The Griffinfly. By accessing or using the Services (defined below), you agree to these Terms. If you do not agree, do not access or use the Services.

The Griffinfly is operated jointly by Development Impact Global Group LLC ("DIGG") and UNISHKA Research Service, Inc. ("UNISHKA"). Where these Terms refer to "The Griffinfly," "we," "our," or "us," the term includes both parent organizations.

1. Acceptance of Terms

These Terms govern your access to and use of the website at <https://www.thegriffinfly.com> and related online services, including paid subscriptions and team plans (collectively, the "Services"). By creating an account, completing a checkout, or otherwise using the Services, you agree to comply with and be bound by these Terms.

2. Eligibility

You represent and warrant that you are at least 18 years of age (or the age of majority in your jurisdiction) and have the legal authority to enter into these Terms. If you are using the Services on behalf of an organization (including via a Team Plan), you represent that you are authorized to bind that organization to these Terms.

3. Changes to the Terms

We reserve the right to modify these Terms at any time. We will update the Effective Date at the top of these Terms when we make changes, and we will give notice of material changes by email or by a prominent notice on the Services where required by law. Your continued use of the Services after an update constitutes acceptance of the revised Terms. If you do not agree, you must stop using the Services and may delete your account.

4. Description of the Services

The Griffinfly publishes weekly open-source intelligence briefs and daily dossiers covering geopolitical and security topics. The Services include:

- Free email-list signup with editorial confirmation by email.
- Paid individual subscriptions billed monthly or annually via Stripe.
- Paid team plans with domain-based group access (Team Small, Team Medium, Team Large), billed annually via Stripe.

- Web access to past issues, archived dossiers, and downloadable PDFs.
- Email delivery of selected editorial content.

Editorial content is provided for informational and educational purposes only and does not constitute legal, financial, investment, intelligence, tactical, operational, or other professional advice.

5. Accounts and Authentication

To access most Services, you must create an account using a valid email address and a password of at least 10 characters. You agree:

- To provide accurate, current, and complete information.
- To maintain the confidentiality of your password and to take reasonable steps to prevent unauthorized access.
- To notify us promptly at thegriffinfly@devimpactglobal.com if you suspect your account has been compromised.
- To be responsible for all activity that occurs under your account, including any charges incurred.

We may require you to verify your email address before granting access to paid content. You may delete your account at any time at <https://www.thegriffinfly.com/read/account>.

6. Subscriptions, Auto-Renewal, and Refunds

Paid subscriptions and team plans renew automatically at the end of each billing period (monthly or annually as applicable) at the then-current price for your plan, until you cancel.

AUTO-RENEWAL DISCLOSURE (California Civil Code § 17602 and similar laws): By starting a paid subscription, you authorize The Griffingly (via Stripe, our payment processor) to charge your designated payment method on a recurring basis for the applicable subscription fee plus any applicable taxes, until you cancel.

CANCELLATION: You may cancel your subscription at any time through the Stripe Customer Portal accessible from your account page at <https://www.thegriffinfly.com/read/account>. Cancellation takes effect at the end of your current billing period; you retain access through the end of the period you have already paid for. We do not pro-rate refunds for partial periods.

NO REFUNDS: All payments are final and non-refundable, including for partial billing periods, accidental purchases, unused content, or changes to your circumstances. This no-refund policy applies to monthly subscriptions, annual subscriptions, and Team Plans. Where required by applicable consumer protection law, statutory rights to a refund or a cooling-off period are not affected by this policy.

PRICE CHANGES: We may change subscription prices for future billing periods. We will notify you by email at least 30 days before any price change takes effect. If you do not agree, you may cancel before the price change takes effect.

7. Chargebacks and Account Suspension

If you initiate a chargeback or payment dispute with your bank or card issuer rather than contacting us first to resolve a billing concern, we may, at our discretion:

- Suspend or permanently terminate your account.
- Mark your account as "blocked," preventing future signups with the associated email address.
- Pursue recovery of the disputed amount and any associated chargeback fees.
- Decline to enter into future business with you.

We strongly encourage you to email thegriffingly@devimpactglobal.com or submit the contact form before initiating any payment dispute. Most billing concerns can be resolved promptly.

8. Team Plans

Team Plans provide a single annual subscription that grants Services access to multiple individual users at a shared corporate email domain. Specific terms applicable to Team Plans:

- **ADMIN ROLE:** The individual who purchases the Team Plan becomes the team admin and counts as one (1) of the seats included in the plan.
- **DOMAIN-BASED ENROLLMENT:** Subsequent users with email addresses at the team's billing domain may sign up free and are automatically added as team members, subject to the seat cap of the purchased tier.
- **SEAT CAP:** Each tier has a fixed number of seats (Small: 7, Medium: 15, Large: 50). Once the cap is reached, additional users at the domain will not auto-enroll.
- **ADMIN AUTHORITY:** The admin may revoke individual seats at any time via the team dashboard. The admin is responsible for ensuring all team members have authority to use the Services and agree to these Terms.
- **BILLING:** Team Plans are billed annually and are subject to the same auto-renewal, cancellation, and no-refund terms as individual subscriptions (Section 6).

- **ADMIN ACCOUNT DELETION:** An admin who is the sole owner of an active Team Plan must cancel the Team subscription via the Stripe Customer Portal before deleting their individual account.

9. Permitted Use

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable law, regulation, or third-party rights.
- Attempt to gain unauthorized access to systems, accounts, networks, or data.
- Interfere with the operation, security, or integrity of the Services, including by introducing malware or running denial-of-service attacks.
- Use automated systems (bots, scrapers, crawlers, headless browsers) to access, copy, or harvest content from the Services without our prior written authorization.
- Resell, sublicense, or redistribute Services content or access credentials.
- Share your account credentials with others or allow others to use your account.
- Reverse-engineer, decompile, or attempt to extract source code from the Services.
- Use the Services to send spam, harass others, or transmit unlawful content.
- Misrepresent your affiliation with any person or organization.

10. Intellectual Property Rights

All editorial content, briefs, dossiers, PDFs, source citations, compilations, layouts, designs, trademarks, logos, graphics, and software made available through the Services (collectively, the "Content") are owned by or licensed to The Griffinly, DIGG, and/or UNISHKA, and are protected by U.S. and international copyright, trademark, and other intellectual property laws.

Subject to your compliance with these Terms and your active subscription (where applicable), we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the Content for your own personal or internal-business informational use. You may not:

- Reproduce, distribute, modify, publicly display, publish, or create derivative works from any Content without our prior written permission.
- Use Content (including PDFs and dossier text) to train machine-learning models or large language models without our prior written permission.
- Remove or obscure copyright notices, watermarks, or attribution.

All rights not expressly granted to you are reserved.

11. User Submissions

The only content you can submit to the Services is information you voluntarily provide through the contact form, account signup, or direct communication with us (collectively, "Submissions"). You retain ownership of your Submissions, but you grant The Griffinly a worldwide, royalty-free, non-exclusive license to use your Submissions solely for the limited purposes of:

- Responding to your inquiry or providing the Services you have requested.
- Operating, maintaining, and improving the Services.
- Complying with legal obligations.

You represent and warrant that your Submissions do not infringe any third-party rights and do not violate any applicable law.

12. Privacy

Your use of the Services is also governed by The Griffinly Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy describes what personal information we collect, how we use and share it, and your rights regarding your personal information.

13. Third-Party Services and Links

The Services rely on third-party processors to operate, including Stripe (payment processing), Mailchimp (email-list management), Resend (transactional email delivery), and Railway (hosting). Use of these third-party services may be subject to separate terms imposed by those providers, which we do not control.

The Services may also contain links to third-party websites or publications (for example, source citations in editorial briefs). The Griffinly does not control or endorse third-party content and is not responsible for the availability, accuracy, or practices of any third-party sites.

14. Disclaimer of Warranties

EDITORIAL CONTENT DISCLAIMER: Editorial briefs, dossiers, and analysis published through the Services are provided for informational and educational purposes only. They do not constitute legal, financial, investment, intelligence, tactical, operational, medical, or other professional advice. You are solely responsible for any decisions you make based on the Content. Editorial Content draws on open-source information available at the time of writing and may be incomplete or superseded by later events.

SERVICES DISCLAIMER: To the fullest extent permitted by law, the Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express, implied, statutory, or otherwise. The Griffinfly disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, and uninterrupted availability.

Nothing in these Terms excludes or limits warranties or rights that cannot lawfully be excluded or limited under applicable consumer protection laws.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE GRIFFINFLY, DIGG, UNISHKA, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (a) THE AMOUNTS YOU PAID TO US FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (b) ONE HUNDRED U.S. DOLLARS (USD \$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for incidental or consequential damages, so the above limitations may not apply to you in full.

16. Indemnification

You agree to defend, indemnify, and hold harmless The Griffinfly, DIGG, UNISHKA, and their respective officers, directors, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Your use of the Services.
- Your violation of these Terms.
- Your violation of any law or third-party right.
- Any Submission you make through the Services.

17. Termination

We may suspend or terminate your access to the Services at any time, with or without notice, including where you violate these Terms, fail to pay a subscription fee when due, or where your continued access poses a security or legal risk to The Griffinfly or other users.

You may terminate your account at any time by deleting it via <https://www.thegriffinfly.com/read/account>. Upon termination of your account, your access to paid Content ends, your personal information is deleted as described in the Privacy Policy, and any unused subscription period is forfeited (consistent with Section 6, no refunds).

Sections that by their nature should survive termination (including Sections 10, 14-16, 18, 20-21, and 23-26) will survive.

18. Compliance With Laws and Export Controls

You are responsible for complying with all applicable local, national, and international laws and regulations relating to your use of the Services.

You represent and warrant that you are not located in, and will not access or use the Services from, any country, region, or entity subject to U.S. or U.K. comprehensive economic sanctions or export controls (including, as of the Effective Date, Cuba, Iran, North Korea, Syria, the Crimea region, and the so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine), and that you are not on any U.S. or U.K. restricted-party list (including the OFAC SDN List and UK sanctions lists).

19. Accessibility

The Griffinfly is committed to supporting accessibility and usability of its Services in line with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA where reasonably achievable. Users experiencing accessibility issues may contact us at thegriffinfly@devimpactglobal.com so we can address the issue and improve the Services.

20. Governing Law and Jurisdiction

These Terms, and any dispute arising out of or related to these Terms or the Services, are governed by the laws of the State of Washington, U.S.A., without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Subject to Section 21 (Mandatory Arbitration and Class-Action Waiver), the exclusive venue for any judicial proceeding permitted under these Terms is the state and federal courts located in Whatcom County, Washington, U.S.A., and you consent to the personal jurisdiction of those courts.

For users located in jurisdictions with mandatory consumer-protection rights, nothing in these Terms limits rights available to you under applicable mandatory law.

21. Mandatory Arbitration and Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

BINDING ARBITRATION: Except as expressly stated below, you and The Griffinfly agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services (each, a "Dispute") will be resolved exclusively by binding individual arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration will be conducted in English in Seattle, Washington, U.S.A., or by video conference at the arbitrator's discretion. The arbitrator's decision is final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

CLASS-ACTION WAIVER: YOU AND THE GRIFFINFLY AGREE THAT ANY DISPUTE WILL BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. If this Class-Action Waiver is found unenforceable, the entirety of this Section 21 is void, and any Dispute will instead be resolved in court as set forth in Section 20.

EXCEPTIONS: Notwithstanding the foregoing, either party may bring an individual action in small-claims court for Disputes within that court's jurisdiction, and either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

OPT-OUT RIGHT: You may opt out of this arbitration agreement by sending written notice to thegriffinfly@devimpactglobal.com within thirty (30) days of first accepting these Terms. Your notice must include your full name, account email address, postal address, and a clear

statement that you wish to opt out of arbitration. Opting out will not affect any other provision of these Terms.

THIRTY-DAY PRE-ARBITRATION NOTICE: Before initiating arbitration, you must first send a written notice describing the Dispute to thegriffinfly@devimpactglobal.com and allow us thirty (30) days to attempt to resolve it informally.

22. Force Majeure

The Griffinfly will not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including natural disasters, cyberattacks, internet or hosting outages, denial-of-service attacks, labor disputes, governmental actions, embargoes, war, terrorism, or epidemic.

23. Severability

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

24. Assignment

You may not assign or transfer these Terms or any rights or obligations under these Terms without our prior written consent. The Griffinfly may assign these Terms in connection with a merger, acquisition, financing, sale of assets, or by operation of law. Any prohibited assignment is void.

25. Entire Agreement

These Terms, together with the Privacy Policy and any other policies expressly incorporated herein by reference, constitute the entire agreement between you and The Griffinfly regarding your use of the Services and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

Our failure to enforce any provision of these Terms is not a waiver of that provision.

26. Contact Information

If you have questions regarding these Terms, please contact:

The Griffinfly

5 Brayford Square
LONDON
E1 0SG

Email: thegriffinfly@devimpactglobal.com

Contact form: <https://www.thegriffinfly.com/read/contact>

The Griffingfly is operated jointly by:

- Development Impact Global Group LLC (DIGG) — Bellingham, Washington, United States
- UNISHKA Research Service, Inc. (UNISHKA) — United States

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