## **TERMS OF SERVICE**

Effective: 11/10/2024

MV Dynamix Last Updated BY: Michael Villalpando

- 1. <u>Introduction:</u> Welcome to MV Dynamix ("we," "our," "us"). These Terms of Service ("Terms") govern your use of our website, products, and services (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our Services.
- 2. Eligibility: By using our Services, you represent and warrant that you are at least 13 years old and have the legal capacity to enter these Terms. If you are using our Services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms.
- 3. Account Registration: To access certain features of our Services, you may need o create an account. You agree to provide accurate and complete information during the registration process and to update such information to keep it accurate and complete. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **4.** <u>Use of Services:</u> You agree to use our Services only for lawful purposes and in accordance with these Terms. You agree not to:
  - a. Violate any applicable laws or regulations
  - b. Infringe upon the rights of others
  - c. Disrupt or interfere with the security or performance of our Services
  - d. Use our Services to transmit any harmful or malicious code
- 5. <u>User Content:</u> You may submit, upload, or post content to our Services ("User Content"). You retain ownership of your User Content, but you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, distribute, and display your User Content in connection with our Services. You are solely responsible for your User Content and for ensuring that it complies with these Terms.
- **6.** <u>Intellectual Property:</u> Our Services and their original content, features, and functionality are and will remain the exclusive property of MV Dynamix and its licensors. Our trademarks, service marks, and trade dress may not be used in connection with any product or service without our prior written consent.

- 7. Payment and billing: If you purchase any products or services from us, you agree to provide accurate and complete billing information. You authorize us to charge your payment method for the total amount of your purchase. All sales are final, and refunds will be provided only in accordance with our Return Policy.
- 8. <u>Disclaimer of Warranties:</u> Our Services are provided "as is" and "as available", without any warranties of any kind, express or implied. We do not warrant that our Services will be uninterrupted, error-free, or free from viruses or other harmful components.
- 9. <u>Limitation of Liability:</u> To the fullest extent permitted by law, we will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, or other intangible losses, resulting from your use of our Services.
- **10.** <u>Indemnification:</u> You agree to indemnify and hold harmless MV Dynamix and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with you use of our Services or your violation of these Terms.
- **11.** <u>Governing Law:</u> These terms shall be governed by and construed in accordance with the laws of Michigan USA, without regard to its conflict of law principles.
- **12.** Changes to Terms: We may update these Terms from time-to-time. We will notify you of any changes by posting the new Terms on our website. Your continued use of our Services after any changes indicates your acceptance of the updated Terms.
- 13. <u>Contact Us:</u> If you have any questions or concerns about these Terms, please contact us at: MV Dynamix info@mvdynamix.com +1 (810) 895-2104