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1. About US ("MyVity Corp")?

MyVity Corp is a company designed to Capture growing up memories of your child at home and at school that are otherwise lost in the cloud. A global and remote-first team, by choice!

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By using this Site and App, you assume full responsibility for the protection of your computer system including but not limited to your computer software and hardware, stored data on your computer system and the stored data and computer systems included hardware and software of third parties who may access or be otherwise connected to your computer systems.

You will assume the responsibility of ensuring that programs or other data downloaded or otherwise received from this Site and App are free from Viruses, Worms, Trojan horses or other items of a destructive nature.

By using this Site and App, you accept not to attempt publishing, sending or uploading malicious contents onto the Site or App with the intention of disrupting the Site or app or compromise the Site and App functionality.

5. DATA SECURITY POLICY

MyVity Corp will take the appropriate and reasonable measures to ensure that data transported electronically to us through the Site and App are stored by MyVity Corp or otherwise is not accessed by an unauthorized third party/parties.

You accept the risk that data transmitted electronically to MyVity Corp via this Site and app or otherwise may be intercepted before reaching MyVity Corp or accessed from MyVity Corp data storage means by third parties' unauthorized by MyVity Corp and may be exploited unlawfully by such unauthorized third parties. MyVity Corp does not assume responsibility for guarding against the access of such unauthorized third parties'. We do not store credit or debit card details on our site.

6. VIRUSES AND OTHER COMPUTER MISUSE

MyVity Corp do not guarantee in a particular way that our Site and Apps shall be entirely free or secured from bugs, viruses or other malicious contents. You are responsible for configuring your computer programs, gadgets, information technology, and platform to access our site. You are advised to always use your own virus protection software.

You also agree not to misuse our Site and Apps by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would be construed to have committed a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

7. PURCHASES

You hereby acknowledge that upon your purchases of any products or services through any of our Sites and Apps, you will have to provide us with some certain information related to your purchase, including without limitation, payment and other information. such information will be acknowledging as high priority as described in our privacy policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

The price, description, images, content, specification, products, and availability of for an item listed on the MyVity Corp Site and Apps is subjected to change without any prior notice, upon which the current price will be found on our Site and Apps. MyVity Corp make reasonable efforts to accurately display the features of our products, as well as the applicable colors/picture quality; however, the quality of image or color you see depend on the image resolution of your computer, tablet and android or IOS devices, and we cannot guarantee that your computer, tablet, android or IOS devices will accurately display such picture quality.

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We will have the right, at any time and in our sole discretion, to block links to our Sites and Apps through technological or other means without prior notice.

9. ACCOUNT PASSWORD AND SECURITY

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password.

In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

Account Password: All User of the MyVity Corp Site that has an account on the MyVity Corp.com Site is responsible for (i) keeping his or her account password safe and secured; (ii) avoiding unauthorized access to such User's computer or other devices; and (iii) keeping the contact information associated with that account updated. User acknowledges that it is necessary to keep the e-mail address associated with his or her account updated because although the User may be able to log into his or her MyVity Corp account using an old e-mail address, such User will not receive messages from MyVity Corp about his or her orders and inquiries or other matters.

Account Security: User assumes full responsibility for all activities that occur within such User's MyVity Corp account.

10. USER SUBMITTED MATERIAL

In these terms and conditions of use, “User Submitted Material” means any material (including without limitation to text, video material, audio material, and audio-visual material, feedbacks, suggestions) that you upload/submit to the Site and Apps.

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UPON A REQUEST BY MYVITY Corp YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MYVITY Corp AND ITS AFFILIATES, AGENTS, OR OTHER BUSINESS PARTNERS, AND ITS AND THEIR EMPLOYEES, CONTRACTORS, OFFICERS, AND DIRECTORS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES THAT ARISE FROM YOUR USE OR MISUSE OF THIS SITE. MYVITY Corp RESERVES THE RIGHT, AT IT OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU AGREE TO COOPERATE WITH MYVITY Corp IN ASSERTING ANY AVAILABLE DEFENSES.

13. MODIFICATION OR DISCONTINUANCE OF THE SERVICE BY THE COMPANY

At any time, without notice to you, and for any or no reason, MYVITY Corp may modify or discontinue the Service or any other content or features provided therein. MYVITY Corp shall in no way be held liable for any consequence which results from MyVity Corp decision to modify or discontinue providing the Service or any other content or features provided therein.

15. RELEASE

You hereby release MyVity Corp its officers, employees, agents, and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with other Users.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

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17. NOTICE FOR CALIFORNIA USERS

This notice is for our California users: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

18. GENERAL PROVISIONS

Except as otherwise specified herein, these Terms and Conditions of Use constitute the entire agreement between you and MyVity Corp with respect to your use of the Site and Apps which supersedes all prior communications and proposals (whether oral, written, or electronic) between you and MyVity Corp with respect to use of this Web Site. Any rights not otherwise expressly granted by this Agreement are reserved by MyVity Corp.

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If any part of these Terms and Conditions of Use is held invalid or unenforceable, by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

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