

## **MYVITY Corp TERMS AND CONDITIONS OF USE**

Welcome to MyVity Corp.com Site at [makemyvity.com](http://makemyvity.com). Please read the terms and conditions carefully before using this Site and App. By using the MyVity Corp Site and App ("Site, App") you accept to be bound by the terms of use and if you acquire products or services using the Site you agree to be bound by the terms and conditions of use guiding the provision of those services, unless otherwise agreed in writing between you and MyVity Corp.

The terms and conditions of use herein describes the applicable guidelines to your usage of this Site. The terms and conditions herein applies to all users of the MyVity Corp Site, including but without limitation to users who are customers, merchants, regular browsers and/or user generated content contributors.

These terms and conditions of use is a legally binding agreement between you, herein the user of this Site (referred to as "you", "your", or "user" hereinafter) and MyVity Corp

### **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!

### **2. OWNERSHIP**

All rights to this Site and Apps, the content, information herein and other services and materials made available on this Web Site, including software application, copyright information and proprietary notices that may be provided, (collectively the "Materials") are proprietary to MyVity Corp its subsidiaries, or third parties from which MyVity Corp have gotten permission from and are protected by worldwide copyright laws as well as other intellectual property laws. All rights not expressly granted under these Terms and Conditions of Use are retained by MyVity Corp and such third parties or subsidiaries.

You also acknowledge that the MyVity Corp Site and Apps contains certain contents which includes but not limited to graphics, text, audio, video, code, photographs and any information or data relating to any of such content, that is protected by trademarks, copyrights, trade secrets or other proprietary rights, and that such rights are deemed valid and protected in all formation, media and technologies presently or developed hereinafter.

You may not in any way modify, delete, remove, augment, add to, transmit, publish, participate in the transfer or sale of, create derivative works from, or in any way exploit any of such Content, in whole or in part herein this Site. If no specific restrictions are displayed, Users may make copies of select portions of the Content, provided that the copies are made only for User's personal use and that User maintains any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws. User may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other property right.

In addition to the foregoing, use of any software Content shall be governed by these terms and any software license agreement accompanying such software

### **3. LICENSE TO USE SITE AND APP**

Binding by this Agreement, you agree to abide by the granted access in exploring and accessing information from this Site. Unless otherwise stated, MyVity Corp own the intellectual property rights herein this Site and services provided on the Site. Subject to the license below, all the intellectual property rights are reserved. You may download or print out on a single computer for your non-commercial internal use only, unless specifically licensed to do otherwise by MyVity Corp in writing or as allowed by any license terms which accompany or are provided with individual Materials. The above notwithstanding, if you are a commercial user of MyVity Corp products you may print out and use a reasonable number of copies of Materials related to those specific MyVity Corp services solely in connection with your authorized use of such service.

You have permission to download the contents of this Site to your local hard drive for your personal use. You also have permission to copy the content to an individual third party for their personal use provided that you acknowledge the source of the material as being this Site and you inform the third party that they are bound by MyVity Corp terms and conditions.

### **4. OBLIGATIONS AND CONDUCT WHEN USING THE SITE**

This Site and Apps contains proprietary notices and copyright information, and by consenting to use this Site, you agree to observe and abide by the following.

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.

## **8. LINKS TO OTHER SITE(S)**

MyVity Corp makes no endorsement or representations as to the security, accuracy, quality or property of any Site and Apps which may be accessed through this Site and Apps via links that may be provided on this Site. Connected Sites accessed through this site are owned and operated by third parties over which MyVity Corp does not exercise any control, whether editorial, legal or of any other kind and are not in any way endorsed by MyVity Corp.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES, SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SOFTWARE AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

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.

Please be aware that you retain ownership of such user submitted material and shall be considered non-confidential and non-proprietary; and that by posting, inputting, uploading, sharing, providing or otherwise submitting any user communications to this Site and Apps you understand and agree that you grant MyVity Corp a worldwide, non-exclusive, irrevocable, royalty-free license to reproduce, use, publish, distribute and translate such User Submitted Materials solely in connection with the production or provision of any product or service you request or to show you how your User Submitted Materials would appear in our products or services.

You also grant MyVity Corp the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You warrant and represent that you own or otherwise control all of the rights to the material that you provide onto the Site and Apps and that such material must not be unlawful, illegal, must not infringe on any third party legal rights, and must not have the capacity of bringing about any legal action; whether against you or MyVity Corp.

You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in User Submitted Materials to use such individual’s likeness, for purposes of using and otherwise exploiting the User Submitted Materials in the manner contemplated by these Terms, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual’s parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request). If you do submit a submission that contains the likeness of an identifiable individual under the age of eighteen (18), we strongly encourage you not to include any identifying information (such as the individual’s name or address) with such User Submitted Materials.

MyVity Corp shall have no obligation to monitor the material provided by the website users, nor shall MyVity Corp have an obligation to remove any User Generated Material that you have opted to input and share on the MyVity Corp Site and Apps. However, MyVity Corp has the exclusive right to review any material posted to the Site and to remove any materials in its sole discretion.

MyVity Corp reserves the right at all times to disclose any information as MyVity Corp deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any User Communications or other materials, in whole or in part, in MyVity Corp sole discretion.

## **11. GENERAL DISCLAIMER AND LIMITATION OF LIABILITY**

Although MyVity Corp has attempted to provide accurate information on this Site and App, MyVity Corp assumes no responsibility for the validity, accuracy and usefulness of the information or Materials; nor does MyVity Corp warrant that the information or Materials are up to date; or that this Web Site shall be available at any particular time or in any given location; that any defects or errors will be corrected; or that the Materials are free of viruses or other harmful components. Your use of this Web Site is at your sole risk. MyVity Corp may change the Materials or products mentioned at any time without notice.

ALL INFORMATION AND MATERIALS PROVIDED ON THIS WEB SITE ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MYVITY Corp BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE OR ANY MYVITY Corp PRODUCT OR SERVICE, DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF MYVITY Corp HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

## **12. INDEMNIFICATION**

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."

### **16. CHOICE OF LAW**

Our Sites and Apps are controlled and operated from the United States. Our Sites and Apps are not subject to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that any of our Sites and Apps, products, and/or services or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of our Sites and Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

### **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.

The failure of MyVity Corp to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision.

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.

## **19. CHANGE IN POLICY**

Please note that MyVity Corp reserves the right to update and change these Terms and Conditions of Use from time to time at its sole discretion. Please check the Terms and Conditions of Use periodically for changes. Your continued use of this Web Site following the posting of any changes to the Terms and Conditions of Use will confirm your acceptance of those changes. In the case of any violation of these Terms and Conditions of Use, MyVity Corp reserves the right to seek all remedies available in law and equity for such violations. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms, please contact: [hello@MakeMyVity.com](mailto:hello@MakeMyVity.com)