

Terms and Conditions

Purchase / Use of Equipment / Hardware

These Terms and Conditions are hereby incorporated into, and made a part of, any purchase order (written or verbal) by you to order equipment from Mvix.

Delivery - Lead time is stated on the Mvix Quote/Sales Order. All required documents must be received to initiate an order with Mvix. Any delays in receipt of Customer-consigned equipment or payments due will cause equal or greater delays in Mvix delivery. All customers' consigned equipment (if any) must be received at Mvix prior to having the lead time commence. Lead times are not guaranteed or firm and are provided as estimates. Delays may occur due to weather or other acts of God, material and labor shortages, changes ordered by you, concealed conditions, delays by shippers and suppliers, vandalism, casualty losses and other factors beyond Contractor's control. Contractor shall not be liable for any claim or expense due to delay.

Shipping - Freight quotes are estimated for budgeting purposes only and are subject to change. Quotations are valid for 30 days only. When Mvix equipment arrives, you are responsible for noting of damages to the packaging of Mvix equipment with the carrier. If damages are not noted with the carrier, Mvix shall not be liable for any claim or expense that arises from damages that occur during transit. All packaging material (of damaged products) should be retained and preserved for carrier inspection purposes.

Warranty Policy - Mvix hereby warrants that each component manufactured or supplied directly by Mvix will be free of defects in material and workmanship for a period of one (1) year following the date of invoice or shipment whichever occurs first (the "Warranty Period"). Any product invoiced but not shipped will have its Warranty Period started as of the invoice date. During the Warranty Period, Customer shall return defective parts to Mvix at Customer's expense. Mvix shall repair or replace any defective component within fifteen (15) days of receipt, at Mvix's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. Mvix does not warrant any component supplied by you. Mvix's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by customer or customer's service organizations, removal or alteration of part identification, installation of software or services or failure caused by a product for which Mvix is not responsible. Warranties do not cover the following: (1) shipping charge to return the defective product, (2) labor charges for installation or setup of the product, adjustment of customer controls on the product, and installation or repair of systems outside of the product, (3) product repair and/or part replacement because of improper installation, connections to improper voltage supply, abuse, neglect, misuse, accident, unauthorized repair or other cause not within our control, (4) damage occurring to product during shipping when improperly packaged or cost associated with packaging.

Warranty Limitation - The warranties provided in this agreement are exclusive and are in lieu of all other warranties, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, and warranties of non-infringement. Except as expressly stated in this agreement, all warranties and conditions, whether express or implied by law or otherwise (**including but not limited to implied terms of quality, and fitness for purpose**) are hereby excluded to the extent permitted by law. Our warranty to repair or replace defective equipment is your sole remedy for any breach of warranty.

Payment - Mvix standard terms are 100% (one hundred percent) payment due at time of order. Alternate terms of sale are solely at the discretion of Mvix, are extremely rare, and may impact pricing. Under no circumstances you will be entitled to withhold or suspend payment or deduct from or compensate with the amounts due hereunder. Delivery address determines taxation status. Accounts that reached 30-days overdue balance may be suspended and/or deleted. If a service is deactivated due to non-payment the service in question will only be reactivated once payment for the outstanding balance has been received in full. If all services on an active account are deactivated all outstanding invoices must be paid in full before any one service will be reactivated. The Company reserves the right to keep a service deactivated until funds paid have cleared.

Refunds & Cancellations - A full refund of the purchase price of the product will be given for orders returned within 30-days of purchase. All returned products must be in original, new condition and include all original packaging and parts. Opened items with incomplete accessories / packaging / missing parts will receive a refund of the product cost minus a 20% restocking fee. Installation, training, shipping, freight, client-specific setup costs or any custom products or services are non-refundable. Upon cancellation or termination of the service, you will not receive a refund for any charges or fees associated with the remaining duration of the service (if any).

International Customers - Mvix standard terms are 100% (one hundred percent) payment due at time of order or as agreed to by Mvix in writing. All prices are quoted in US Dollars. All remittances must be paid in US Dollars by bank wire transfer. Under no circumstances you will be entitled to withhold or suspend payment or deduct from or compensate with the amounts due hereunder. Costs and delays related to customs, taxes, brokerage and/or duties on international shipments are your sole responsibility.

Promise to Pay - In the rare event that Mvix extends credit to you under this Agreement, you jointly and severally agree to pay for all purchases pertaining to this Agreement and all other charges as described below, according to the terms of this Agreement. If not otherwise provided, interest on and credit shall accrue at the rate of 1% (one percent) per month from the date that the credit is extended.

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Late Charge - In the event that Mvix does not receive payment of any amounts due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law and (b) 1.75% per month, or 21% per annum, of the total of the Balance Due.

Collection Costs - If any amounts due remain unpaid and Mvix is forced to collect these amounts from you, all collection costs, with an agreed minimum of 15% of the principal amount due, will be for your account only and can be claimed from you by Mvix.

Reservation of Ownership - Mvix remains owner of the equipment or goods purchased here under until the purchase price and any interest, late charge or costs due are paid in full by you. In the event of default by you in any payment due, Mvix shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall equipment in transit and retake the same, to repossess any equipment or goods that are stored with you for your account without the necessity of Mvix initiating any other proceedings. To the extent required by law, this agreement is deemed a Financing Agreement. You hereby authorize Mvix to file an appropriate Financing Statement designating the equipment and goods purchased together with proceeds and products.

Inspection Period - Customer shall notify Mvix within 7 business days of any non-conformity including: missing components or elements, peripherals or pieces or non-conforming components or elements, peripherals or pieces. After such time has lapsed, Customer agrees that their order has been accepted and Mvix shall not be responsible for any further obligation to provide conforming or replacement components except as provided by the terms contained in Mvix's warranty.

Storage - In the event that we do not ship an order or part of an order to you based on your request, a storage fee of \$100.00 per unit per month will be assessed starting 30 days after the ready to ship date.

Reverse Engineering - Mvix is the owner or authorized licensee of all intellectual property associated with its products and services. Reverse engineering of any product or service sold by Mvix, in part or in whole, is strictly prohibited except to the extent allowed under any applicable law. If applicable law permits such activities, any information so discovered must be promptly disclosed to Mvix and shall be deemed to be the confidential proprietary information of Mvix. No unauthorized application, code, script or 3rd party software can be installed on network-connected signage systems. Mvix systems cannot be modified (hardware or software) which may pose a risk to the overall stability of the signage network. Unauthorized login into the device or any attempt to hack or to seize the core administrative rights to the devices will void its warranty immediately.

Purchase / Use of Software

Billing - Access to some of our services (or digital signage software) are provided free of charge for use with Mvix products. If service involves a charge, then at the beginning of every contract term, Mvix will charge your credit card for the amount you specified during enrollment procedure by choosing the level of Service (the "Membership") or upon subsequent Membership upgrade, multiplied by the duration of the contract term in months. We reserve the absolute right, at our sole discretion, to terminate our provision of the Service to you if funds are not available. Rates and Memberships may be changed at any time and you will receive notification prior to the change. The first payment will be due upon execution of these Terms and Conditions. Thereafter, payment will be due not later than the first day of the contract term billing period for the subsequent term of Service. Contract term is determined by the payment plan specified during enrollment procedure (one month, six months, one year; other term duration if applicable). Membership upgrades are subject to additional pro-rate invoicing for days remaining in the current billing period. Interest shall accrue on any unpaid fees at the rate of 5% per month until paid in full. If Mvix does not receive payment from the card issuer, you agree to pay Mvix all amounts due upon demand. Customer agrees to pay all attorney and collection fees arising from Mvix efforts to collect any past due amounts from Customer.

Continuous Service Membership - Subscription membership in the Service is on a continuous service basis. This means that once you have become a subscribing member, your membership will be automatically renewed and your credit card will be automatically charged based on the subscription payment plan in accordance with the contract term. Credit card charges will be processed immediately after invoicing.

Cancellations - You may cancel your service account at any time as provided in the Term and Termination section, below.

Refunds & Credits - Upon cancellation or termination of the Service, you will not receive a refund for any charges or fees associated with the service. Installation, training, shipping, freight, client-specific setup costs or any custom products or services are non-refundable.

Free Accounts and Free Trial Accounts - Few software / web-applications are provided as free-access software to our customers for their use with Mvix products. These software or services are NOT open-source software. Free services and trial accounts are not subject to membership fee billing and invoicing. No membership fee payments are required for any free software or free trial accounts for the entire duration of the life of Mvix signage system.

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Term and Termination - The Terms and Conditions shall continue in full force and effect for a period of one year from the date you originally accept them and shall be automatically renewed annually on each anniversary thereof for an additional term of one year. The Terms and Conditions may be terminated as follows: a) Either party may terminate the Terms and Conditions at any time and for any reason upon not less than 45-day notice of termination to the other party, and b) In the event of any termination pursuant to this Section, obligation to provide the service to you will cease immediately. Your usage of our services constitutes the acceptance of these Terms and Conditions. In addition, you will be subject to any guidelines or rules we may post from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. Should you breach this Agreement, Mvix will revoke your access to the service and suspend your right of access. In such a case, no portion of your membership payment will be refunded. Should Mvix decide to suspend the Service for any reason other than breach, it will refund to you the unused portion of your membership payment (if any), which will be your sole and exclusive remedy upon such a suspension of Service. Free signage software and free trial periods are provided without any obligations.

Acceptance of Terms - Your usage of our services constitutes the acceptance of these Terms and Conditions. In addition, you will be subject to any guidelines or rules we may post from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms and Conditions. Should you breach this Agreement, Mvix will revoke your access to the service and suspend your right of access. In such a case, no portion of your membership payment will be refunded. Should Mvix decide to suspend the Service for any reason other than breach, it will refund to you the unused portion of your membership payment (if any), which will be your sole and exclusive remedy upon such a suspension of Service. Free signage software and free trial periods are provided without any obligations.

Registration Obligations - In consideration of use of the Service, you agree to provide true, accurate, current and complete information about your business as prompted in Registration form, and to maintain and promptly update your Account Information to keep it true, accurate, current, complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Mvix has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Mvix has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). We require all our users to keep all data, media, files, links and other information uploaded and linked to our software compliant with our Acceptable Use Policy. All pricing terms are confidential, and you agree not to disclose them to any third party.

You will receive a password and account designation upon completing the Service's Enrollment process. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account. You agree to immediately notify Mvix of any unauthorized use of your password or account or any other breach of security, and to ensure that you log out from your account at the end of each session. Mvix cannot and will not be liable for any loss or damage arising from your failure to comply with this section or from any loss or damage arising from the actions of any third party.

License - Subject to the Terms and Conditions, Mvix grants you a non-exclusive and non-transferable license to access the Services over your computer or computers. Mvix is the owner of any and all information, data, text, software, messages and other materials (collectively, "Content") within the Service, including, without limitation, the URL assigned to your business.

Restriction on Use of Service - Except as expressly permitted, you may not reproduce, disclose, redistribute, retransmit, publish, sub-license, assign, transfer or commercially exploit any of the Services or any other content that you receive, directly or indirectly, through the Services to anyone without prior written approval from Mvix. You may not use or permit anyone to use the information provided through the Services for any unlawful or unauthorized purpose.

Modification of Service - Mvix reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Mvix shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Termination - You agree that Mvix, at its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Mvix believes that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions. Mvix may also at its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of the Terms and Conditions may be effected without prior notice, and acknowledge and agree that Mvix may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Mvix shall not be liable to you or any third-party for any termination of your access to the Service. In the case of voluntary account termination, you agree to pay any past-due invoice amounts and early contract termination fee should the service contract period not be fulfilled. You also agree that Mvix does not have any obligations to perform termination of your account if such termination request is submitted by you or by any third-party on your behalf by means of telephone, fax, voice message, regular or electronic mail.

Links - The Service may provide, or third parties may provide, links to other Internet sites or resources. Because Mvix has no control over such sites and resources, you acknowledge and agree that Mvix is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Mvix shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource. If Customer links a web site controlled by Customer to the Service, Customer agrees to comply with the Acceptable Use Policy attached to these Terms and Conditions and all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export of data and tax laws and regulations.

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Links - Customer is solely responsible for any content contained on Customer's web site and Customer shall so state on Customer's web site. Mvix may at any time and without advance notice modify or restrict Customer's participation in the Service if Mvix determines in its sole discretion that Customer's information violates the Acceptable Use Policy, any laws or regulations, is disruptive, causes a malfunction of the Service, or is not suitable for the Service. If Customer does not correct the violation within ten days thereafter, Mvix may terminate the link or Customer's access to the Service.

Abuse - Any use of Mvix applications, systems and system resources that disrupts the normal use of the system for other Mvix customers and users is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of abuse include but is not limited to multiple enrollments for the same business, creation of fictional consumer profiles and login accounts, impersonating other customers and users in creating appointments for any business account (including own), running load tests and denial of service attacks against any Mvix web-properties.

Disclaimer of Services Warranties - You expressly understand and agree that: you are using the services at your own risk. The services are distributed on an "as is" basis and "as available" basis and there may be delays, omissions, errors or inaccuracies in such information and data. The services are provided without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to the terms and conditions. You will bear any and all liability for any direct, indirect, incidental, special or consequential damages arising out of use of the services or inability to use the services or out of any breach of any warranty. None of Mvix, any licensor, employee, affiliate or agent of Mvix or anyone else involved in creating, producing or delivering the services (each, a "providing party") warrants that the services will be uninterrupted or error free, or makes any warranty as to the results to be obtained from use of the services or from any investment decision made using the data, information, or transactions provided by the services. Subject to the Terms and Conditions, Mvix grants you a non-exclusive and non-transferable license to access the Services over your computer or computers. Mvix is the owner of any and all information, data, text, software, messages and other materials (collectively, "Content") within the Service, including, without limitation, the URL assigned to your business.

Intellectual Property - You acknowledge that Mvix has exclusive proprietary rights in the information received by you through the Services. The Services are protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights laws of the United States. The Services are also protected as a collective work or compilation under U.S. copyright and other laws and treaties.

Mvix retains the right to display product names, logos and trademarks of its business associates, partners, clients and vendors on its website(s) and other promotional material. All product names, logos and trademarks are property of their respective owners. This display of brand properties is for identification purposes only and does not imply specific cooperation, representation and/or endorsement. It does not intend to infringe upon any patent, trademark, copyright, license or any other proprietary right of any party.

As a user of Mvix products and services, you agree that Mvix may identify you as a recipient of products and services, and use your brand name and logo in sales presentations, marketing materials, press releases, tradeshow and website listings of clients. Mvix may also develop a brief client profile for promotional purposes. Should any trademark attribution be missing, mistaken or erroneous, please contact us as soon as possible for rectification.

Acceptable Use Policy - Mvix reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws, the Terms and Conditions for Mvix or this Acceptable Use Policy. The Acceptable Use Policy below describes certain actions relating to the content and operation of your Mini Web Page and Direct Offers which Mvix considers to be inappropriate and thus prohibited. The examples named in this list are in addition to the content identified in the Terms and Conditions and are provided solely for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact Mvix. Actions which Mvix considers inappropriate include, but are not limited to, (1) using the Service to sell any products or services that are unlawful in the location at which the content is posted or received; (2) using the Service to post any content of the nature set forth in 47 U.S.C. §230(c)(2)(A) (i.e., material that is obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable); (3) using the Service to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence; (4) using the Service to post any content that holds Mvix (including its affiliates), employees or shareholders up to public scorn or ridicule; (5) using the Service to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others; (6) deleting or altering author attributes or copyright notices, unless expressly permitted in writing by the author or owner; (7) using the Service in a tortious manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress; or (9) introducing viruses, worms, Trojan horses, or other harmful code on the Internet.

Common Terms and Conditions

The following Common Terms and Conditions are hereby incorporated into, and made a part of any purchase order (written or verbal) by you to order hardware or software, cloud-services, web-applications, or any service from Mvix.

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Limitation of Liability - To the extent allowed by law, you shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies which are attributable to the negligent actions or misconduct of buyer. Seller shall be responsible only for liability, whether injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies, which are caused by the negligent actions, or misconduct of Seller. The foregoing notwithstanding, in no event shall Mvix (or any of its suppliers) be liable to you or any user of the equipment, or any portion thereof, or any other third party for any indirect, incidental, consequential, exemplary, or punitive damages, including loss of profits or goodwill, for any matter arising out of or otherwise relating to this agreement or related purchase order, whether such liability is asserted on the basis of contract, tort or otherwise, even if Mvix you assert that knew, or reasonably should have known, the possibility of such damages on the date of this agreement. In no event shall Mvix's total aggregate liability hereunder exceed the costs actually paid by purchaser to Mvix under this agreement.

Protection of Terms and Service - The provisions of the Terms and Conditions are for the benefit of each Providing Party. Each Providing Party shall have the right to assert and enforce the provisions of the Terms and Conditions directly on their own behalf.

Indemnification - You acknowledge that Mvix is providing equipment to you for your use, and that Mvix has no control over how the equipment is used. You hereby agree to indemnify, defend and hold harmless Mvix and its officers, directors, employees, agents and contractors (collectively, "Indemnified Parties") from and against any and all third-party claims, demands, losses, liabilities, damages, suits, actions, attorneys' fees and costs (collectively, "Claims") that any of the Indemnified Parties incur or suffer arising out of or otherwise relating to (i) the use or inability to use any of the equipment purchased under this agreement or related purchase order, or any portion thereof; (b) any personal injury or property damage caused directly or indirectly by use or misuse of the equipment purchased under this agreement or related purchase order, or any portion thereof; or (c) any use of the equipment, in whole or in part, in violation of any federal, state, country, local or municipal law, rule, regulation, ordinance or similar edict.

Governing Law and Venue - This agreement shall be construed under the laws of Commonwealth of Virginia, USA. The Terms and Conditions and the relationship between you and Mvix shall be governed by the laws of Virginia as if this agreement was made and performed entirely within the Commonwealth. In the event of any litigation arising from or related to this agreement, the state and/or federal courts of Virginia shall have exclusive jurisdiction. The parties hereby stipulate that the Circuit Court for Loudoun County Virginia is a proper venue for such an action. In any such litigation the prevailing party shall be entitled to recover their costs and expenses, including reasonable attorney's fees.

Assignment - Mvix may sell, assign and/or transfer any or all of this agreement or any balances due here under by giving commercially reasonable notice prior to doing so. You may not sell, assign or transfer your obligations under this agreement without the prior written consent of Mvix.

General Provisions - The Terms and Conditions constitute the entire agreement between you and Mvix and govern your use of all products, software and services supplied by Mvix, superseding any prior agreements between you and Mvix. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure of Mvix to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. Any notice or other communication provided for hereunder shall be deemed to have been duly given when delivered, but only if the sender obtains reasonable proof of such delivery. **You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, or the Terms and Conditions, must be filed within one year after such claim or cause of action accrued or it shall be forever barred.**

Satisfaction Guarantee - Our 100% Satisfaction Guarantee applies to the following situations: **Purchase Satisfaction:** If, for any reason, your order does not arrive in perfect condition, or you are not completely satisfied with any of our products, then simply return it within 30-days of the invoice date for a refund. All unopened returns receive a complete 100% refund (shipping costs are non-refundable). All returned or exchanged items must be in their original box and include packing material, manuals and all accessories. **Product Compatibility Satisfaction:** Mvix guarantees usage and compatibility satisfaction with its product. Our 100% satisfaction guarantee posits that if we are unable to "prove" a satisfactory performance of the product with a test file or process, we refund 100% of the purchase price. Mvix Products are known worldwide for their extensive compatibility and flexibility. Given this characteristic, we always run the risk of forming unrealistic expectations. We put considerable effort in providing the correct information, so as to form accurate impression about our products and their features.

Name: _____

Sign: _____

Title: _____

Date: _____

