

Terms and Conditions

1. Interpretation and Definitions

a. Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

b. Definitions

For the purposes of these Terms and Conditions:

- i. **Application** means the software program provided by the Company downloaded by You on any electronic device.
- ii. **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- iii. **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- iv. **Account** means a unique account created for You to access our Service or parts of our Service.
- v. **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to MTAB USA Inc
- vi. **Confidential Information** shall mean the terms of this Agreement and any information concerning the Services herein or the performance thereof by the Company, as well as any information relating to the business, technical, accounts, finances, customers, suppliers,

employees, contractual arrangements and other affairs of the Company or associated companies or of the Company and its affiliates, of any kind and in any form whether in printed form or otherwise and whether marked as "confidential" or not and regardless of the form of disclosure or the medium used to store it, all information and data (including copies and extracts made of or from such information and data) disclosed by one party to the other party concerning the operations, dealings, processes, organization, trade secrets, prospects, markets, know-how, intellectual property, ideas of any other information otherwise reasonably to be considered confidential or proprietary in light of the nature of the information and the circumstances of the disclosure, including without limitation, all such information and data recorded or stored by means of a mechanical, electronic or other device and, for the purposes of this definition, includes the existence and terms of this Agreement and the fact that discussions or negotiations are taking place or have taken place between the parties of any kind.

- vii. **Country** refers to: Washington, United States of America
- viii. **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- ix. **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- x. **Force Majeure** means anything or any event which is regarded as being beyond the control of any Party and includes but is not limited to acts of God, acts or omissions of any government or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrument thereof; epidemic, pandemic, disease, fire, storm, flood, earthquake, accident, acts of public enemy, acts of terrorism, war, rebellion, insurrection, riot, invasion, strikes, or lockouts, or other industrial disputes.

- xi. **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- xii. **Proprietary Information** of the Company means and includes non-public information regarding features, functionality and performance of the Service, including all information, data and knowledge of a business, professional or technical nature relating to the Service or operations of the Company or information entrusted to the Company by third parties, and includes information known to You as confidential or secret or which You shall have reason to know or reasonably should know is confidential or secret, to the extent that such information derives potential or actual independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain potential or actual economic value from this disclosure or use and is the subject of efforts reasonable under the circumstances to maintain its secrecy.
- xiii. **Service** refers to the Application or the Website or both.
- xiv. **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- xv. **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- xvi. **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- xvii. **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

- xviii. **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgement

- i. These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
- ii. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
- iii. By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.
- iv. You represent that you are over the age of 18 and capable of entering into this agreement. The Company does not permit those under 18 to use the Service.
- v. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

3. Placing Orders for services

By placing an Order for the Service, You warrant that You are legally capable of entering into binding contracts.

a. Your Information

If You wish to place an Order for the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that:

- i. You have the legal right to use any creditor debit card(s) or other payment method(s) in connection with any Order; and
- ii. The information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

b. Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- i. Availability of service
- ii. Errors in the description or prices of the service
- iii. Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

c. Your Order Cancellation Rights

Any service purchase can only be cancelled and money paid be refunded in accordance with these Terms and Conditions and Our Returns Policy.

Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about Your right to cancel Your

Order. However, it is to be noted that the service can only be cancelled before the start date of such service.

Any cancellation made before the start date of such service shall not attract the subscription fee. The fee paid for the service shall be returned within 14 days from the date of such cancellation.

You will not have any right to cancel an Order if the supply of digital content, which is not supplied on a tangible medium, if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

d. Availability, Errors and Inaccuracies

We are constantly updating Our offerings on the Service. The Services offered may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

e. Price Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company.

In that event, You will have the right to cancel Your Order.

f. Payments

All services purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

4. Subscriptions

a. Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

b. Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

c. Billing

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually,

within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

d. Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

e. Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

f. Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

5. Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

6. User Accounts

When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account. We shall not be responsible for misuse, unauthorized use, breach of security, of the password or to the user account by a third party.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

7. Intellectual Property

The foregoing Agreement gives You limited license to use the service. We retain all right, title and interest, including all copyright and all other

Intellectual Property Rights, in and to, the service, content, code and platform. The original and any copies of the service, made by you, including translations, compilations, partial copies, modifications, and updates, are the property of the Company. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by the Licensor. However, this shall not include original content provided by You while using the service of the Company. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

While using Our service, You may have access to business, technical or financial information relating to our business including confidential information and proprietary information (collectively known as “**confidential information**” for ease). In the event, You are made available with such confidential information, You shall take all measures not to communicate, use, divulge, or disclose to any other person, firm or entity. You shall also not at any time, during or after the Term of the service, remove, reproduce, summarize or copy any of Our Confidential Information, or authorize, participate in, aid or abet such removal, reproduction, summarizing or copying. You shall immediately return all of our Confidential Information, including all copies and summaries thereof, when the Term ends for any reason or at any time when We may otherwise require that such its Proprietary Information be returned.

You understand and agree that in the event there is a material breach of the above clause, We shall be entitled to initiate legal proceedings for infringement of Intellectual Property and obtain an injunction against you from such infringement among claim for damages and other such claims that may arise at that point in time.

8. Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction and compensation.

9. Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

10. Termination

a. Termination Due to Force Majeure Event

Notwithstanding anything contained in this Agreement, parties may elect to terminate this Agreement in the event We are delayed or prevented from performing its obligations under this Agreement by any Force Majeure Event for a period exceeding thirty (30) consecutive days. However, no party shall be liable to each other if the agreement is terminated due to a force majeure situation.

b. Termination Due to Termination Event

The following illustrative (but not exhaustive) events shall be deemed to be termination events for the purposes of this Agreement (hereinafter collectively referred to as "Termination Events" and individually as a "Termination Event");-

- i. If You commit a material breach of any of the terms of this Agreement or its obligations hereunder;
- ii. If You indulge in any unlawful activity while using the Service including but not limited to any content shown and/ or words spoken that is in contravention of any law in force.
- iii. Bankruptcy proceedings has been initiated against Us or the We cease to carry on business as a going concern, or it becomes unlawful for Us to carry on its business or any part thereof for any reason.
- iv. Divulging any of our confidential or proprietary information to third parties.
- v. Default made by You in the payment of the service fee.

In the event a Termination Event occurs, parties shall be entitled to terminate this Agreement forthwith without any notice.

c. Consequences of Termination

If this Agreement is terminated for any reason:-

- i. We shall be entitled to claim any actual losses and/or damages, arising on account of proven breach as a result of such termination.
- ii. In the event that the Agreement is terminated, You shall destroy all originals, copies and backups of and in relation to the Service. You shall immediately cease and desist from using the Service upon the termination of this Agreement.
- iii. In the event You default in the payment obligations under this Agreement or if You otherwise fails to comply with the terms of this Agreement, We shall be entitled to suspend or limit Your use of the services.

11. Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms

and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

12. "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption,

meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:

- (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
- (ii) That the Service will be uninterrupted or error-free;
- (iii) As to the accuracy, reliability, or currency of any information or content provided through the Service; or
- (iv) That the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

13. Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

14. Disputes Resolution

In the event, You have any concern or dispute about the Service, You agree to first try to resolve the dispute through mediation by contacting the Company in writing at info@mtabusa.com. We shall be given a period of 30 days to respond to the dispute raised and intimate whether we are willing to mediation. In the event we are willing to mediate the dispute

raised by You, the same shall be concluded within 30 days from the receipt of such response from us.

In the event, we do not accept to mediation or if we accept to mediation and the mediation fails, the dispute shall be referred to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The seat of Arbitration shall be in Chennai and the arbitration proceedings shall be conducted in English.

15. For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

16. United States Federal Government End Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

17. United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

18. Severability and Waiver

a. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

b. Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

19. Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

20. Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

21. Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By visiting this page on our website: <https://www.mtabusa.com/contact-us>