

# Terms of Use

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This website ("Service") is operated by Matchmove machine studio ("Owner"). Throughout the site, the terms "we", "us" and "our" refer to Matchmove machine. We offer this website, including all information, tools and services available from this site to you, the user ("User"), conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Use carefully before accessing or using our website. These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. By accessing or using any part of the site, you agree to be bound by these Terms of Use ("Terms"). If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

Any new features or tools which are added to the current website shall also be subject to the Terms of Use. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## Contact information

All questions about the Terms of Use, certain issues while using the Service or any other related requests to the Owner should be sent to our email: [grids@mathcmovemachine.com](mailto:grids@mathcmovemachine.com)

## General conditions

By agreeing to these Terms of Use, you represent that you are recognized as an adult by applicable law and you have given us your consent to allow any of your minor dependents to use this website under parental or adult supervision.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your account. We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

**You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.**

## Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability to use the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength. By registering, Users agree to be fully responsible for all activities that occur under their username and password. The submission of personal information through the Service is covered by our Privacy Policy.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

By registering, Users agree to meet the following requirements.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

## **Account termination**

Users can terminate their account and stop using the Service at any time by directly contacting the Owner at the contact details provided in this document.

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms. The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement. The termination of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

## **Information**

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk. This website may contain certain data. This data is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our website and ensure that the information is accurate.

## **Content**

All content available on the website is owned or provided by the Owner or its licensors unless otherwise specified or clearly recognizable. The Owner undertakes its utmost effort to ensure that the content provided on the website infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

## **Licensing and rights regarding the content**

The Owner holds and reserves all intellectual property rights for any content of the Service, except exclusive rights on the content provided by Users – contributors of the Service.

Users may not use content in any way that is not necessary or implicit in the proper use of the Service. In particular, but without limitation, Users may not copy, share, modify, translate, transform, publish, transmit,

sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on the website, nor allow any third party to do so through the User or their device, even without the User's knowledge. Where explicitly stated on the website, the User may purchase and download some content for its sole personal use.

The license on purchased or downloaded products is granted for an indefinite period of time. Rights granted to the User shall be limited to any intellectual property developed using Owner's products but not to the Owner's products itself. The License allows User to install and use Owner's products only on the User's devices. It is forbidden to install and use Owner's products on other (non-User) devices. In order to acquire License for team or studio, please contact us using the contact details provided in this document.

The Terms are valid until the expiry of the agreement. In the event of termination of User's account, the Terms and the licensing remain applicable to all purchased and downloaded products of the Service.

The Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to the Service, terminating accounts, reporting any misconduct performed through the Service to the competent authorities – such as judicial or administrative authorities – whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms.

## **Payment**

Some of the products of the Service are provided on the basis of payment. To purchase Products, the User must register or log into the Service. For all purchases, Users can pay using our merchant of record, Paddle. Paddle's Terms of Use can be found at: <https://www.paddle.com/legal/terms>. Available payment methods are shown during the checkout process.

Prices, descriptions or availability of products are outlined in the respective sections of the Service and are subject to change without notice. While products are presented on the website with the greatest accuracy technically possible, representation on the Service through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased product. The characteristics of the chosen product will be outlined in the Description section on the dedicated web page of the product.

Owner of the Service charges no additional interest or fees, except the price of the product. Depending on your payment method, your financial institution may charge you interest and/or fees under your agreement with them. If you have any questions about those charges, please contact your financial institution/ payment method provider.

Registered users, who successfully upload a product to the website (Contributors of the Service) may receive a bonus from Owner of the Service – promo code, which grants 15% discount to any purchase of paid products provided on the website. However, Contributors does not get paid for the products they have uploaded to the website, and the promo code can't be exchanged for cash equivalent.

## **Delivery of digital content**

Unless otherwise stated, digital content purchased on the Service is delivered via download on the device(s) chosen by Users. Users acknowledge and accept that in order to download and/or use the product, the intended device(s) and its respective software (including operating system) must be legal, commonly used, up-to-date, and consistent with current market-standards. Users acknowledge and accept that the ability to download the purchased product may be limited by technical issues. If User experiencing any problem downloading the purchased product, User shall contact the Owner using the contact details provided in this document.

## **Refund policy**

Unless exceptions apply, the User may be eligible to request a refund within 14 days after the purchase if the purchased product doesn't suit the needs and expectations of the User. To exercise their right for refund, Users must send an unequivocal statement of their intention for refund to the Owner by the contact details provided in this document. The owner reserves the right to request proof demonstrating that the product is not operating correctly. When possible, the Owner can help the User configure the product for correct operation. If the solution is successful and the product works correctly, no refunds will be applied. In other cases, when the purchased product operates as intended, no refunds are supported. When a refund for a certain product is applied, such product is no longer listed in User's purchases history and no longer available for download by the User.

## **External resources and third-party links**

Through the Service Users may have access to external resources provided by third parties. Third-party links on this website may direct Users to third-party websites that are not affiliated with the Service and/or Owner. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

## **User submissions, feedback and comments**

If User send certain specific submissions (for example to contribute any product to the website) or send any ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **Disclaimer of Warranties**

The Service is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or

correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

## **Limitations of liability**

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.