# My Market - Terms of Use

#### **Effective Date**

May 10, 2025

# 1. Eligibility

You must be at least 18 years of age, or the legal age of majority in your jurisdiction, to use the App. By using the App, you represent and warrant that you meet this requirement.

### 2. User Accounts

To access certain features, you may need to create an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

You agree to:

- Provide accurate, current, and complete information
- Keep your account information updated
- Notify us immediately of any unauthorized use of your account

## 3. Acceptable Use

You agree to use the App only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the App for any unlawful, abusive, fraudulent, or malicious purpose
- Post or transmit any content that is defamatory, obscene, offensive, or infringes any third-party rights
- Attempt to gain unauthorized access to other accounts, systems, or networks
- Use automated scripts, bots, or data mining tools on the App

We reserve the right to investigate and take appropriate legal action against anyone who violates these Terms, including removing offending content and suspending or terminating accounts.

#### 4. Prohibited Activities

You may not:

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- Use the App in any way that violates applicable laws or regulations
- Upload or transmit viruses or malicious code
- Exploit the App to harm, harass, or defraud others
- Interfere with the security or functionality of the App

#### 5. Content

You are solely responsible for any content you submit or share through the App. By submitting content, you grant My Market a non-exclusive, worldwide, royalty-free license to use, display, and distribute your content in connection with providing the App.

We reserve the right (but not the obligation) to remove any content that we deem inappropriate or in violation of these Terms.

#### 6. Disclaimer of Warranties

The App is provided on an "as is" and "as available" basis without warranties of any kind. We do not warrant that the App will be error-free, secure, or uninterrupted.

My Market is not responsible for:

- Any loss, damage, or harm resulting from unauthorized access to your account
- Errors, omissions, or inaccuracies in content
- Any financial loss resulting from your use of the App
- Any misuse, abuse, or illegal use of the App by any user

Your use of the App is at your own risk.

## 7. Limitation of Liability

To the fullest extent permitted by applicable law, My Market and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to financial loss, loss of data, loss of profits, or business interruption, arising out of or related to your use of or inability to use the

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App.

#### 8. Termination

We reserve the right to suspend or terminate your access to the App at our sole discretion, with or without notice, for any reason, including if we believe you have violated these Terms.

## 9. Changes to the Terms

We may update these Terms from time to time. If we make material changes, we will notify you by updating the effective date and/or through the App. Continued use of the App after changes are made constitutes your acceptance of the new Terms.

# 10. Governing Law

These Terms are governed by and construed in accordance with the laws of Australia, without regard to its conflict of law provisions.

## 11. Contact Us

If you have any questions about these Terms, please contact us at: support@mymarket.com