

TERMS AND CONDITIONS

1. Introduction

1. Welcome to www.motipio.com (the "Website") operated by Motipio LLC ("Motipio"). The Website provides the ability for professionals (the "Professionals") to offer services (individually and collectively the "Services") to those seeking such Services ("the Clients").
2. The Website is offered to Professionals and Clients (individually and collectively the "User" or "Users") conditioned on Users acceptance without modification of these Terms and Conditions. Users use of the Website constitutes Users agreement to these Terms and Conditions. Please read the Terms and Conditions carefully and keep a copy for reference.
3. Motipio shall have the right, at its sole discretion, to modify these Terms and Conditions without notice or liability but has no obligation to do so. Any modifications to the Terms and Conditions shall be effective immediately following the posting of such modifications. Users agree to review the Terms and Conditions from time to time and agree that any subsequent use by Users of the Services shall constitute Users acceptance of all such modifications.
4. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT USERS SOLE RISK. MOTIPIO RESERVES THE RIGHT TO RESTRICT OR TERMINATE USERS ACCESS TO THE WEBSITE AT ANY TIME AND IN ITS SOLE DISCRETION, WITHOUT PRIOR NOTICE, WHENEVER MOTIPIODEEMS THAT USERS USE IS IN ANY MANNER INAPPROPRIATE OR IN VIOLATION OF APPLICABLE LAWS AND REGULATIONS OR THESE TERMS AND CONDITIONS.

2. Privacy

- 2.1. Use of the Website is subject to Motipio's Privacy Policy that governs Motipio's data collection practices.

3. Access to Services

- 3.1. Access to the Services is available only to those 18 years of age or older.
- 3.2. Motipio makes no claims that the Services may be lawfully accessed in any specific country, state, or province. Access to the Services may not be legal by certain persons or in certain countries, states, or provinces or may require government authorization or registration.
- 3.3. When Users access the Services, they do so at their own risk and are solely responsible for compliance with the laws of Users jurisdiction, including but not limited to transferring or uploading data.

4. No Unlawful or Prohibited Use

- 4.1. Users are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms and Conditions. As a condition of use, Users warrant to Motipio that Users will not use the Services for the purposes provided and not for any purpose prohibited by these Terms and Conditions or any applicable law or regulation.
- 4.2. Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

- 4.3. Users may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Services. Users are prohibited from violating or attempting to violate the security of the Website, by among other things, uploading any materials which contain files or programming designed to interrupt, destroy or affect the functionality of the service, contain viruses, worms, spyware, or other malware, attempt to interfere with service to any User, host or network, or make the Website available to any third party who is not subject to these Terms and Conditions.
- 4.4. Violations of system or network security or inappropriate conduct may result in civil or criminal liability. Motipio will investigate occurrences that may involve such violations and cooperate with law enforcement entities in prosecuting users who are involved in such violations.

5. User Accounts

- 5.1. Users are responsible for maintaining the confidentiality of account and password information and Users agree to accept responsibility for all activities that occur under Users account or password.
- 5.2. Users may not assign or otherwise transfer their account to any other person or entity and acknowledge that Motipio is not responsible for third party access to Users account that results from theft or misappropriation.
- 5.3. All data uploaded is done so voluntarily at Users own discretion and risk. Users are solely responsible for the information uploaded to the Website and warrant and represent Users have the right and authorization to upload all such information.
- 5.4. Users warrant and represent that all information uploaded to the Website is current and accurate and will be kept up to date.
- 5.5. Motipio may disclose or delete Customer Data if reasonably necessary to prevent injury or harm, to protect the performance of the Website, or if required by law.

6. Provision of the Website

- 6.1. Each User is required to obtain and maintain a high-speed Internet connection and appropriate browser software.
- 6.2. Under no circumstances is Motipio providing advice or consultation. Clients are encouraged to undertake independent research and/or seek appropriate advice as relates to their use of the Services.
- 6.3. Motipio will use commercially reasonable efforts to make the Website available 24/7, except for planned downtime for such things as support and maintenance that will be scheduled, to the extent possible, during low volume hours, and shall not be liable for any unavailability caused by a force majeure event such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay.

7. The Professionals' Warranties and Representations

- 7.1. Professionals shall provide Services and meet their obligations in a timely and workmanlike manner, using skills that meet generally acceptable industry standards, and will provide a standard of care equal to, or superior to, care used by service providers similar to professionals on similar projects.

- 7.2. Professional are free to enter into these engagements and that these engagements do not violate the terms of any agreement between the Professional and any third party.
- 7.3. All information provided to the Client is original to or duly licensed by the Professional or is in the public domain and that all such information does not infringe on any third party's intellectual property rights, including but not limited to copyrights, or rights of privacy or publicity.
- 7.4. All personal and professional information, including but not limited to skills and experience, is accurate and the Professional shall notify Motipio promptly of any material change in such personal and information.
- 7.5. Professionals will provide only the Services for which they are qualified, and the provision of all Services are in compliance with applicable rules, regulations, and license requirements.
- 7.6. Professionals warrant and represent that they will be solely responsible and liable for any damages to or claim from any Client to whom Professionals provide Services.

8. User Warranties and Representations

- 8.1. Users will not contact, solicit or retain other Users for the Services provided through the Website outside of the Website.

9. User Generated Content

- 9.1. User Generated Content is any information or data uploaded to the Website or communications undertaken through the Website.
- 9.2. Each user acknowledges and agrees that they are solely responsible for the form, content and accuracy of any User Generated Content submitted and for their own communications and are responsible for the consequences of all user generated content and their communications.
- 9.3. Each user warrants and represents that the User Generated Content is accurate and up-to-date, and that it does not violate relevant laws, rules or regulations.
- 9.4. The Professional warrants and represents that they will not imply or state, directly or indirectly, that Users are affiliated with or endorsed by Motipio.
- 9.5. Each user warrants and represents that they have all rights necessary to upload User Generated Content and that no User Generated Content will violate the intellectual property rights or the rights or privacy or publicity of any third party.
- 9.6. Users shall not provide any User Generated Content or engage in communications that is false, defamatory, libelous, hateful, threatening, harassing, racially or ethnically offensive, pornographic, obscene, encourages anything that would be considered a criminal offense, gives rise to civil liability, violates any law or regulation, including but not limited to laws or regulations relating to intellectual property rights, or harm or threaten the safety of others.
- 9.7. As a passive conduit for those interested in providing and seeking professional services, Motipio is under no legal obligation to, and does not, control the User Generated Content. It has no obligation to screen User Generated Content in advance and is not responsible for screening or monitoring User Generated Content. By its very nature, other people's User Generated Content may be offensive, harmful or inaccurate. Users acknowledge that any reliance User Generated Content will be at Users own risk. Users agree to take all necessary precautions.

- 9.8. If notified that User Generated Content may not conform to these Terms and Conditions, Motipio may investigate the allegation and determine in its sole discretion whether to remove or request the removal of any User Generated Content.
- 9.9. Users retain the ownership and copyright to User Generated Content and communications posted by them.
- 9.10. By submitting User Generated Content, Users grant Motipio the royalty-free, perpetual, irrevocable, sublicenseable through multiple tiers, non-exclusive right (including any moral rights) and license to use, stream, reproduce, modify, adapt, publish, translate, distribute, perform, incorporate the User Generated Content in other works, and display the User Generated Content, in whole or in part, worldwide through any media or technology now known or later developed, for the full term of any rights that may exist in such the User Generated Content and communications as long as Users are a registered user.
- 9.11. Users permit any other user to access, display and view all User Generated Content submitted to the public areas of the Services.
- 9.12. Motipio does not guarantee any confidentiality with respect to any User Generated Content.
- 9.13. Users may not use, duplicate, modify, distribute, or reproduce the User Generated Content posted by others in any manner. If Users believe that intellectual property rights have been infringed, Users may notify Motipio according to the notification procedures set forth in our Copyright Infringement Policy.
- 9.14. Motipio is not involved in the actual transaction between Users. As a result, Motipio has no control over the quality, safety, truth, accuracy or legality of User Generated Content. There are risks, including but not limited to the risk of physical harm, in dealing with strangers, underage persons or people acting under false pretenses. Motipio expects that Users will use caution and common sense when using Users assume all risks associated in dealing with other users with whom Users come in contact.
- 9.15. Because user authentication on the Internet is difficult, Motipio cannot and does not confirm that each user is who they claim to be or control the behavior of users. In the event Users have a dispute with other users, Users release Motipio, its subsidiaries, affiliates, officers, directors, employees, agents, representatives and partners, from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes with third parties.

10. Payments

- 10.1. All payments obtained by Motipio from Clients shall be collected through the Website and distributed to the Professionals less applicable fees.
- 10.2. Clients will select a payment package and all payments shall be made according to the payment requirements of each package.
- 10.3. Payments can be made using PayPal, Visa and MasterCard credit or debit cards payable in US dollars. By purchasing a payment plan, Users expressly agree that Motipio is authorized to charge for Users selected payment plan through the Payment Method Users designate. Users can update this information at anytime.

- 10.4. All credit/debit card processing will be submitted directly to Motipio's payment provider by a secured connection. Payment details will NOT be stored by Motipio. The cardholder must retain a copy of transaction records and Merchant policies and rules.
- 10.5. Motipio may engage third party suppliers from time to time. Users agree that Motipio may disclose Users information to third-party suppliers for the purpose of enabling Users use of the Website and each Users agrees that Motipio will not be held liable for any act or omission of any third-party supplier.
- 10.6. Motipio has the right to change payment packages and Users use of the Services after such changes constitutes agreement to the changes.
- 10.7. If Motipio is unable to charge a Clients' account, then in its sole discretion Motipio may cancel Clients' access to the Website and Services and bill Client for any outstanding payments.
- 10.8. Cancellation by Clients may take place at any time, through an applicable app platform.
- 10.9. Payments are nonrefundable. If any Service is accessed through an app platform, the refund policy applicable to that app platform will apply and the app platform is solely responsible for any refunds.

11. Intellectual Property

- 11.1. "MOTIPIO", and any other Motipio trademarks and trade names, and any variations thereof, are and shall remain the trademarks and trade names and exclusive property of Motipio, and any unauthorized use of such trademarks and trade names is unlawful.
- 11.2. All content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website (individually and collectively the "Content"), is the property of Motipio or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. Users agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 11.3. Users will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any aspect of the Website or the Content, in whole or in part, and no Content is for resale. Users will use the Content solely for Users personal use and will make no other use of the content without the express written permission of Motipio and the copyright owner.
- 11.4. Users do not acquire any ownership rights in any Content, and no other license, express or implied, is granted by these Terms and Conditions.

12. Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright Infringement

- 12.1. If Users believe that any copyrighted work is accessible on or through these Services in a way that constitutes copyright infringement, please notify Motipio by providing our designated copyright agent with the following information:
 - 12.1.1. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

12.1.2. A description of the copyrighted work Users claim has been infringed, and a description of the activity that Users claim to be infringing;

12.1.3. Identification of the URL or other specific location on this website where the material or activity Users claim to be infringing is located or is occurring; Users must include enough information to allow us to locate the material or the activity;

12.1.4. Usersr name, address, telephone number, and e-mail address;

12.1.5. A statement by Users that Users have a good faith belief that use on the Website of the copyrighted work in the manner Users are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and

12.1.6. A statement by Users, made under penalty of perjury, that the information Users have provided in Usersr notice is accurate and that Users are either the copyright owner or are authorized to act on behalf of the copyright owner.

12.2. Upon receipt of notification of a Notice of copyright infringement, Motipio may remove or disable access to the alleged infringing material or terminate the alleged infringer's access to its account. The alleged infringer may provide a written Counter Notification meeting the following criteria:

12.2.1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

12.2.2. A physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

12.2.3. Usersr name, address, telephone number, and e-mail address;

12.2.4. Consent to the jurisdiction of Federal District Court for the judicial district in which the alleged infringer's address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which the alleged infringer may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person; and

12.2.5. A statement, under penalty of perjury, that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

12.3. Please note that the submission of a false or materially misleading Notice or Counter-Notice, and any such submission may result in liabilities, including perjury.

12.4. We have designated our selected lawyer (in process) as our agent to receive notices of claims of copyright infringement on our website.

13. Confidentiality

- 13.1. The specific design and structure of the Website and Services constitute proprietary and confidential information, trade secrets and/or intellectual property of Motipio. Users agree not to disclose, provide, or otherwise make available such proprietary and confidential information, trade secrets or copyrighted material in any form to any third party, or use the proprietary and confidential information, trade secrets or copyrighted material for their own benefit or for the benefit of any third party.
- 13.2. The transactional data collected through the Website and Services is confidential and Motipio agrees to hold such data in strict confidence and not to disclose the transactional data to any third party except in the situation where the Company is required to comply with an applicable law or regulation or with a court order.

14. User Comments and Suggestions

- 14.1. While Motipio values user feedback, please be specific in any comments and do not submit creative ideas, inventions, or suggestions.
- 14.2. If, despite this request, Users send creative ideas, inventions, or suggestions, all such submissions shall be the property of Motipio in whole or in part. Motipio shall own exclusively all now known or later discovered rights to the submissions and shall be entitled to unrestricted use of the submissions for any purpose whatsoever, commercial or otherwise, without compensation to users or any other third party.
- 14.3. No part of the submissions shall be subject to any obligation of confidence and Motipio shall not be liable for any use or disclosure.

15. Links to Third Party Websites/Third Party Services

- 15.1. The Website may contain links to other Websites ("Linked Websites"). The Linked Websites are not under the control of Motipio and Motipio is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. Motipio is providing these links to Users only as a convenience, and the inclusion of any link does not imply endorsement by Motipio of the Website or any association with its operators.

16. Social Networking

- 16.1. Users may have the option to use Twitter, Facebook or other social networking platforms through the Services to share links and content. Users undertake this option as their sole responsibility, including but not limited to complying with all of the Terms of Use of the social networking platforms and understanding their privacy policies. Motipio has no liability or responsibility for the privacy practices or other actions of any third-party service connected through the Website, and is not liable for any damage or loss caused or alleged to be caused by connecting with a social networking platform.

17. Feedback and Ratings Policy

- 17.1. The Website will contain the opportunity for feedback and ratings from Users.
- 17.2. Feedback results may consist of comments and ratings left by other Users and that the Website may calculate a composite feedback number based on these individual ratings. The Website provides its feedback and rating system as a means through which Users can express their opinions publicly, and the Website does not monitor or censor these opinions or investigate any

remarks posted by Users for accuracy or reliability unless a User brings the posting to Motipio's attention.

- 17.3. Users agree to use balanced and fair feedback and not to take any actions that undermine the integrity of the feedback system, including but not limited to the following: falsifying feedback for Users own self; artificially raising the level of Users own feedback or creating negative feedback for another User; manipulating or coercing another User to perform a given task by threatening to leave negative feedback; or withholding deliverables or funds until another User agrees to leave positive feedback or no feedback.
- 17.4. Motipio is not legally responsible for any feedback by any Users or third parties, even if the feedback is defamatory or otherwise legally actionable. Users may be held legally responsible for damages suffered by other Users or third parties as a result of remarks posted by Users if a court finds that these remarks are legally actionable or defamatory.
- 17.5. Motipio reserves the right to remove any feedback from the system at any time, including but not limited to feedback that contains language that is profane, vulgar, or racist; is submitted by a User who is either in violation of these Terms and Conditions or any law or regulation; has conducted fraudulent transactions; is not directly related to transactions; makes any reference to actions taken or purported to be taken by Motipio or any third party; or has left feedback with false contact information or cannot be contacted.

18. Indemnification

- 18.1. Users agree to indemnify, defend and hold harmless Motipio, its officers, directors, employees, agents, contractors and representatives for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of Users use of or inability to use the Website or Services, any user postings made by Users, Users violation of any terms of these Terms and Conditions, Users violation of any rights of a third party, or Users violation of any applicable laws, rules or regulations. Motipio reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, in which event Users will fully cooperate with Motipio in asserting any available defenses and pay all applicable costs and expenses.

19. Release

- 19.1. Users hereby release Motipio and its subsidiaries, affiliates, officers, directors, employees, agents, partners, and representatives from all actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, lost profits, costs or expenses, including, without limitation, court costs and attorney's fees which Users may have against Motipio and its subsidiaries, affiliates, officers, directors, employees, agents, partners, and representatives.

20. Choice of Law and Resolution of Disputes

- 20.1. These Terms and Conditions affect interstate commerce and the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Other than the requirement of exercising the jurisdiction of federal courts to resolve disputes relating to intellectual property such as trademark and copyright, or small claim matters, arbitration governs all disputes between Motipio and Users, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.

- 20.2. Before taking any formal action, the party seeking formal action shall contact the other party in writing, detailing the dispute, and after such exchange the parties shall enter into good faith negotiations before initiating a lawsuit or arbitration.
- 20.3. In the event the parties are not able to resolve any other dispute between them then such dispute, other than a dispute related to intellectual property, shall be resolved only by final and individual binding arbitration conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in the county in which the User resides, if a resident of the United States. For residents outside of the United States, the arbitration shall take place in their own , with the parties submitting to personal jurisdiction in such jurisdiction.
- 20.4. Either party may access the jurisdiction of a small claims court if the dispute falls within the small claims court's jurisdiction to the extent such claims do not seek equitable relief.
- 20.5. The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability or enforceability, or formation of these Terms and Conditions. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be final, and judgment may be entered upon it in any court having appropriate jurisdiction.

21. Class Action Waiver

- 21.1. The resolution under these Terms and Conditions will take place on an individual basis; class arbitrations or class/representative/collective court actions are not permitted. The parties expressly waive their right to file a class action or seek relief on a class basis, as a plaintiff or putative class.
- 21.2. You have the right to opt out and not be bound by the arbitration and class action waiver provisions through a written notice sent within thirty (30) days of your first use of the Services. Opting out means that Motipio is no longer bound by the arbitration provisions. If changes are made to the arbitration provision, Users may reject any such change through a written notice sent within thirty (30) days from the date the change became effective. Rejection of any change does not result in opting out of the original arbitration provisions.

22. DISCLAIMER OF WARRANTIES

- 22.1. THE INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MOTIPIO AND/OR ITS SUPPLIERS AND CONTRACTORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.
- 22.2. THE WEBSITE IS OFFERED WITH THE UNDERSTANDING THAT MOTIPIO ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER ON THE BEHALF OF CLIENTS WHO PURCHASE THE SERVICES OR WHO DIRECTLY OR INDIRECTLY ACT ON THE INFORMATION OFFERED THROUGH THE WEBSITE AND HAS NO LIABILITY OR RESPONSIBILITY TO CLIENTS FOR PERFORMANCE OR NONPERFORMANCE OF ACTIVITIES UNDERTAKEN BY PROFESSIONALS. ANY USE OF THE WEBSITE AND SERVICES IS SOLELY AT CLIENTS' OWN RISK.

- 22.3. USERS ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER THE SERVICES ARE SUITABLE FOR THEIR OWN PURPOSES AND WHETHER THE SERVICES MATCH THEIR NEEDS. MOTIPIO OFFERS NO EXPRESS OR IMPLIED GUARANTEES OR WARRANTIES REGARDING THE BENEFITS OR EFFECTIVENESS OF THE WEBSITE OR SERVICES OR THAT USERS WILL FIND THE SERVICES SATISFACTORY, COMPLETE, OF BENEFIT, OR SUITABLE FOR THEIR OWN CIRCUMSTANCES. MOTIPIO HAS NO LIABILITY OR RESPONSIBILITY FOR CLAIMS RELATING TO ANY INACCURATE, UNTIMELY OR INCOMPLETE INFORMATION.
- 22.4. MOTIPIO AND/OR ITS SUPPLIERS AND CONTRACTORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION AND SERVICES CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MOTIPIO AND/OR ITS SUPPLIERS AND CONTRACTORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

23. LIMITATION OF LIABILITIES

- 23.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MOTIPIO AND/OR ITS SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION AND SERVICES OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTIPIO OR ANY OF ITS SUPPLIERS OR CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USERS. OTHERWISE IF USERS ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, USERS SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

MOTIPIO HAS NO FIDUCIARY OBLIGATIONS AND SHALL NOT BE RESPONSIBLE OR LIABLE, AND USERS AGREE NOT TO HOLD MOTIPIO RESPONSIBLE OR LIABLE FOR SUCH OCCURRENCES AS THE WEBSITE NOT OPERATING ERROR-FREE OR OPERATING WITH COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS, DELETION OF USERS DATA AND INFORMATION, USERS INABILITY TO USE THE WEBSITE, DELAYS OR DISRUPTIONS, DAMAGE TO USERS EQUIPMENT OR DATA, USERS RELIANCE ON THE COMMUNICATIONS, THE LOSS, INTERCEPTION OR ALTERATION OF ANY TRANSMISSIONS OVER THE INTERNET, OR THE LOSS OR INADVERTENT RELEASE OF THE COMMUNICATIONS, INFORMATION OR MATERIALS. ALL USERS MUST BACKUP ALL DATA INPUTTED TO THE WEBSITE.

24. Electronic Communications

- 24.1.** Such actions as for example accessing the Website or sending emails to Motipio constitutes electronic communications. Users consent to receive electronic communications and Users agree that Motipio's provision all such communications shall be made electronically to satisfy any legal requirement that such communications be in writing.

25. Additional Terms and Conditions

- 25.1.** No joint venture, partnership, employment, or agency relationship exists between Users and Motipio as a result of these Terms and Conditions or use of the Website.
- 25.2.** Motipio's performance hereunder is subject to existing laws and legal process, and nothing contained in these Terms and Conditions is in derogation of Motipio's right to comply with governmental, court and law enforcement requests or requirements relating to Users use of the Website or information provided to or gathered by Motipio with respect to such use.
- 25.3.** If any court having competent jurisdiction holds any provision of this Terms and Conditions invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of this Terms and Conditions shall continue in full force and effect.
- 25.4.** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative.
- 25.5.** Unless otherwise specified herein, these Terms and Conditions constitutes the entire Agreement between the user and Motipio with respect to the Website and Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Motipio with respect to the Website. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and Conditions and all related documents be written in English.

Contact Us

Motipio welcomes Users questions or comments regarding the Terms and Conditions:

Motipio LLC

Address: 610 W Broadway Street, suit 201, Jackson, Wyoming 83001, USA

Phone: +1 (202) 915 23 43

Email: support@motip.io