



# Terms of Use Policy

## MassMetric – Website Policy

### Terms of Use

**Last Updated: January 02,2025**

These Website Terms of Use apply to the website [www.massmetric.com](http://www.massmetric.com) (the “Website”) operated by MassMetric (“we,” “us,” or “our”). By using our website, you confirm that you accept these Terms of Use and agree to comply with them. If you do not agree to these Terms of Use, you must not use our website.

### 1. Applicable Terms

In addition to these Terms of Use, the following additional terms also apply to your use of our website:

- **Privacy Policy:** This policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing, and you warrant that all data provided by you is accurate. **Link to our Privacy Policy** ([hyperlink Privacy Policy](#))
- **Cookies Policy:** This policy provides information about the cookies on our website. By using our website, you agree to our use of cookies in accordance with the terms of our Cookies Policy. **Link to our Cookies Policy** ([hyperlink Cookies Policy](#))
- **Disclaimer Policy:** This policy outlines the disclaimers regarding the information and content provided on our website. By using our website, you acknowledge and agree to the disclaimers set forth in this policy. **Link to our Disclaimer Policy** ([hyperlink Disclaimer Policy](#))

### 2. Changes to Terms

We may revise these Terms of Use at any time by amending this page. Every time you wish to use our website, please check these Terms of Use to ensure you understand the terms that apply at that time. We may also notify you of changes by other means, such as by email or by posting a notice on our website.

### **3. Changes to Our Website**

We may update our website from time to time and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our website or any content on it, will be free from human errors or omissions.

### **4. Accessing Our Website**

Our website is made available free of charge. We do not guarantee that our website or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

### **5. Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our Website and the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy and download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website. However, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content from our website for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy, or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **6. Prohibited Uses**

You may use our website only for lawful purposes. You may not use our website:

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To transmit any data without our approval, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy, or re-sell any part of our website in contravention of the provisions of these Terms of Use.
- Not to access without authority, interfere with, damage, or disrupt:
  - ✓ any part of our website.
  - ✓ any equipment or network on which our website is stored.
  - ✓ any software used in providing various services / functionality on our website; or
  - ✓ any equipment or network or software owned or used by any third party.

## 7. Limitation of Liability

Notwithstanding these **Terms of Use**, and/ or to the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our website or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, our website; or
- Use of or reliance on any content displayed on our website.

If you are a business user, please note that in particular, we will not be liable for:

- Loss of profits, sales, business, or revenue.
- Business interruption.
- Loss of anticipated savings.
- Loss of business opportunity, goodwill, or reputation; or
- Any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our website for private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **8. Governing Law**

These Terms of Use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by the laws of Texas, USA. By using our website, you agree to the exclusive jurisdiction of the courts of Texas, USA. If you are a visitor / consumer and live in another country, still the website will be governed by laws of Texas, USA. If you are a business, these Terms of Use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by the laws of Texas, USA. We both agree to the exclusive jurisdiction of the courts of Texas, USA.

## **9. Termination**

We may terminate or suspend your access to our website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Website will immediately cease. If you wish to terminate your account, you may simply discontinue using the Website. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Upon termination, you must cease all use of the Website and destroy any copies of materials you have made in accordance with these Terms. We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive relief.

## **10. Indemnification**

You agree to defend, indemnify, and hold harmless MassMetric, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from

and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

This indemnification obligation will survive the termination of these Terms of Use and your use of the Website.

### **11. Severability**

If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable for any reason by any law or public policy, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

The invalidity of any provision of these Terms of Use shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **12. Entire Agreement**

The Terms of Use, our Privacy Policy, and any other policies or operating rules posted by us on this site or in respect to the Website constitute the entire agreement and understanding between you and us and govern your use of the Website, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

### **13. Contact Us**

If you have any questions about these Terms of Use, please contact us on details shared. We will make every effort to respond to your inquiries promptly.

- **By Email:** [dataprotection@MassMetric.com](mailto:dataprotection@MassMetric.com)

## Version Control

<b>Document Control</b>	
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