

Market Your Industry | TERMS of USE and LEGAL DISCLAIMER

Effective Date: January 1st, 2023

This website, www.marketyourindustry.com ("Website"), is operated and owned by Market Your Industry ("Company"), a Nevada company. The terms set forth herein ("Terms") govern your use of this Website. By viewing, accessing and/or using the Website, you agree to accept the Terms in full.

If you disagree with any part of these Terms, DO NOT USE THIS WEBSITE.

The Company, in its full discretion, may change the content of the Website and/or any of the Terms at any time with or without advance notice. Any changes made to these Terms shall become effective immediately upon posting the same. It is your obligation to check the Terms periodically to review any updates to the same. **Your continued use of the Website constitutes acceptance of those changes.**

INTELLECTUAL PROPERTY

A. In order to show the nature of Company's creative and design services, the Website includes images of work product previously provided by Company and/or its principal to third-party customers and/or clients relating to magazine, branding, website design, mobile layout and packaging. By displaying such images on the Website, Company is not asserting ownership rights to the intellectual property in connection with same, but is merely trying to illustrate its creative and design services and capabilities. In certain places in connection with the Website, Company has attempted to credit ownership rights to the rightful owners, but makes no guarantees or representations as to the accuracy of such ownership.

B. The Website and its entire contents, materials, features and functionality including, without limitation, text, displays, videos, animation, images, illustrations, artwork, photographs, other graphic materials, and design, selection and arrangement thereof are owned by Company, its licensors or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

C. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted, are reserved by Company. These Terms provide you with a limited, non-exclusive license to make use of the Website for your own, personal non-commercial use only.

D. Without Company's written advance consent, you may not: (i) copy, reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store or transmit any of the material on the Website; (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; or (iii) access, use or exploit for any commercial purposes any part of the Website or any services or materials available through the Website.

E. The Company's name, Company logo and all-related names, logos, marks and service names, designs and slogans (collectively, "Company Marks") are the trademarks of Company or its affiliates or licensors. You may not use any of the Company Marks without the prior written permission of Company. All other names, logos, product and service names, designs and slogans displayed on the Website are the trademarks of their respective owners.

THE WEBSITE CONTENT IS FOR INFORMATIONAL PURPOSES ONLY

All materials and information contained on this Website are for general informational purposes only. This Website and all information contained therein are being provided to You "AS IS" and "With All Faults." The Company does not make any representations, warranties or guarantees as to the accuracy, reliability, completeness or timeliness of any information on the Website including, without limitation, that any information will be free of typographical errors, inaccuracies and/or omissions. WITHOUT LIMITATION, COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO ABIDE BY THE BELOW CODE OF CONDUCT:

By accessing, viewing and/or using the Website, You make the material representations upon which You wish Company's to reasonably rely, that You will comply with these Terms including, without limitation, the code of conduct set forth below:

- A. When utilizing the Website, You will not do so in an unauthorized manner, or in a manner which violates any legal or regulatory proscription or duty, including, without limitation, violating Company's intellectual property or that of another and/or otherwise violating the limited license granted to you, as set forth above;
- B. You will not utilize the Website in a manner that is harmful to Company or any other person or entity;
- C. You will not upload viruses or other malicious code; and
- D. You will not utilize any of Company's trademarks as metatags or metadata in connection with any other websites or otherwise use Company's trademarks for Your own advertising or pecuniary gain.

TERMINATION BY COMPANY

The Company may terminate, suspend, limit and/or restrict your use of and access to any parts of the Website without prior notice to you. Without limitation, Company may terminate, suspend, limit and/or restrict such access and use if it determines, in its sole discretion, that (a) you are creating potential liabilities; (b) you are acting inconsistently with any of these Terms; (c) there are technical or security issues that may create liabilities; and/or (e) you are engaging in fraudulent or illegal activities.

REPORTING COPYRIGHT INFRINGEMENT

The Company will process and investigate notices of alleged infringement and will take appropriate action pursuant to the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. Section 512 et seq., and other applicable intellectual property laws. You covenant and agree to provide Company with any information that You have regarding potential copyright infringement of any material contained in the Website. The sole and exclusive protocol for notifying Company that its copyrighted work has been infringed upon is to provide written notice (“DMCA Notice”) to Company as set forth herein or otherwise provided by the DMCA, as it may be amended from time to time. The DMCA Notice must include (i) the signature of a person authorized to act on behalf of the owner of the copyright interest (“Copyright Owner”); (ii) a description of the copyrighted work that is believed to have been infringed upon; (iii) a description of precisely where the alleged infringing work is located on the Website; (iv) the Copyright Owner’s mailing address, telephone number and email address; (v) a statement by the Copyright Owner that it has a good-faith belief that the disputed use is not authorized by the Copyright Owner, its agent, or the law, or is not otherwise being conducted by another authorized owner or licensee of the work; and (vi) a statement by the Copyright Owner, made under penalty of perjury, that the information set forth in the submitted written notice is accurate and that it is the Copyright Owner or is authorized to act on the Copyright Owner’s behalf. The DMCA Notice should be immediately delivered to Company by commercial carrier at the addresses set forth below in the “Notices” provision and directed to the attention of the “Copyright Agent.” Your failure to properly comply with the requirements of the law and/or this provision may make his DMCA Notice invalid.

NOTICES

All notices or other communications to Company, if any, that are to be given under any of these Terms must be in writing, which shall be given by delivery to the address set forth below by way of either personal delivery, two-day mail or overnight mail by a commercial carrier. Notices to Company shall be deemed given only upon receipt. Notices to Company may also be given by electronic mail, provided that it is followed by an exact copy by either regular mail, personal delivery or two-day mail or overnight mail by a commercial carrier to the same addresses set forth above. Such notice shall be deemed effective twenty-four (24) hours after the message was sent, if no “system error” message or other notice of non-delivery is generated. Notices to Company shall be addressed as set forth below unless it changes the address in writing by updating these Terms.

The address for giving notice to Company is as follows:

Market Your Industry
Attn: Timothy
2766 Carnation Ln
Nevada, NV 89074
Timothy@MarketYourIndustry.com

YOU AGREE TO INDEMNIFY COMPANY FOR YOUR USE

You agree to indemnify, hold harmless and defend Company, its parent companies, subsidiaries,

affiliates and other related entities and their respective owners, members, shareholders, directors, officers, employees, agents, attorneys, representatives, heirs, successors and assigns (collectively, "Company Parties") of any of the foregoing with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorneys' fees and costs (including transcription, translation and expert witness fees) of the Company Parties' selected attorney(s), arising from any third party claim relating to (i) any failure by you to comply with any of the terms set forth herein; (ii) your use of the Website; and/or (iii) any act or omission or willful misconduct on Your part.

STATE OF NEVADA LAW GOVERNS

These Terms shall be governed by and construed in accordance with the laws of the State of Nevada (without giving effect to principles of conflicts of laws of the State of Nevada or any other state). Any dispute relating to these Terms and/or the Website shall be exclusively heard in the state courts of Nevada, with venue in Clark County or if jurisdiction exists, the United States District Court for the District of Nevada.

SEVERABILITY

One or more provisions of any of these Terms may be legally prohibited or otherwise unenforceable in certain jurisdictions and not others. In such event, these Terms shall be construed in a manner that is consistent with prevailing law in the jurisdiction in which it is enforced. Therefore, if any provision of the Terms is prohibited or otherwise unenforceable in a jurisdiction where it is being enforced, (a) it shall nevertheless be enforced to the fullest extent allowed by that prevailing law and (b) all other provisions of these Terms shall remain in full force and effect and shall not be invalidated or rendered unenforceable.

ENTIRE AGREEMENT

These Terms, along with any other legal notices and disclaimers set forth on the Website, constitute the entire agreement between Company and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to same.