

Terms of Use

MVisions, Inc.
6344 Arriba Ave
Naples, FL 34113
205-216-5094

Effective Date: 5/28/2018

This represents a legal document and is the Terms of Use (Agreement) for our app, DM Nutrition Memory (App). By using our App, you agree to fully comply with and be bound by the following Agreement each time you use our App. Please review the following terms carefully.

Definitions

The terms “us”, “we”, and “our” refer to MVisions, Inc. the owner of this App. The term “User” is a collective identifier that refers to anyone that downloads or installs or uses our App or any of our Services in any way. The term “Product” refers to any products we sell or give away.

All text, information, graphics, design, and data offered through our App or Services, whether produced by our Users or by us, are collectively known as our “Content”. We distinguish content posted by our Users as “User Content”.

Acceptance of Agreement

This Agreement is between you and MVisions, Inc.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS OF USE CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING OUR APP OR SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR APP IMMEDIATELY AND DO NOT USE OR ACCESS IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and MVisions, Inc. and supersedes all other Agreements, representations, warranties, and understandings with respect to our App, Services, and the subject matter contained herein. However, for you to use our App and/or Services, you may also be required to agree to additional terms of use. Those additional terms of use will be incorporated into this Agreement unless otherwise stated.

Privacy Notice

Our Privacy Notice is considered part of this Agreement and is available for review [here](#). You must review our Privacy Notice. If you do not accept and agree to be bound by all the terms of this Agreement, including the DM Nutrition Memory Privacy Notice, do not use our App or Services.

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our App or Services, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – App, website operations, intellectual property, and our Services, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Birmingham, Alabama and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Birmingham, Alabama necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in Birmingham, Alabama and will be governed by and construed in accordance with the laws of the state of Alabama without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our App or Services must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Limited License

MVisions, Inc. grants you a nonexclusive, nontransferable, revocable license to access and use our App and Services strictly in accordance with this Agreement. Your use of our App and Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our App or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our App, Content, Services, and any software provided therein.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and MVisions, Inc.

Our Intellectual Property

Our App may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our App or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of MVisions, Inc.

Our Content, as found within our App and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our App and Services does not grant you any ownership rights to our Content.

Eligibility for Use of Our App and Services

Our App and Services are intended solely for Users who are at least (13) years of age or older. Use of, or access to our App by anyone under that age is unauthorized, unlicensed, and in violation of these Terms of Use. By using our App and/or Services, you represent and warrant that you are (13) years of age or older and agree to abide by all the terms and conditions of this Agreement.

Errors, Corrections, and Changes

We do not represent or otherwise warrant that our App and Services will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our App and Services will be correct, accurate, timely, or otherwise reliable.

MVisions, Inc. reserves the right at our sole discretion to change any content, software, and other items used or contained in our App or Services at any time without notice.

Disclaimer

Our App and Services publish content supplied by third parties, Users, Advertisers, Merchants, and Sponsors. Accordingly, MVisions, Inc. has no editorial control over such content. Any opinions or other information or content expressed or made available by third parties, including information providers, Users, or any other user of our App or Services, are those of the respective author(s) and not of MVisions, Inc. MVisions, Inc. does not guarantee the accuracy, completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties.

You understand that we do not operate or control the products or services offered by third-party Merchants. These merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US. All rules, legal documents (including privacy policies), and operating procedures of Merchants will apply to you while on any Merchant websites.

You hereby acknowledge that nothing contained in our App or Services will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and MVisions, Inc. or our Users. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our App or Services.

Warranty Disclaimer

MVisions, Inc. is not responsible or liable in any manner for any Content posted on our App or in connection with our Services, whether posted or caused by Users of our App or Services or by MVisions, Inc. We do not control and are not responsible for what Users post, transmit, or share on our App or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our App or Services. MVisions, Inc. is not responsible for the online or offline conduct of any User of our App or Services.

Our App or Services may be temporarily unavailable from time to time for maintenance or other reasons. MVisions, Inc. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of User communications.

MVisions, Inc. is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Users' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our App or Services, including, without limitation, any software provided through our App or Services.

Under no circumstances will MVisions, Inc. be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone's use of our App or Services, or any interactions between Users of our App or Services, whether online or offline.

Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, recommendation, or any affiliation with our App or Services by third parties or by any of the equipment or programming associated with or utilized by our Services.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR APP OR SERVICES ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR APP OR SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

MVISIONS, INC, INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR APP OR SERVICES. MVISIONS, INC. CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR APP OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. MVISIONS, INC. DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND

REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR APP OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND MVISIONS, INC.

OUR APP OR SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR APP OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

IN NO EVENT WILL MVISIONS, INC OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR APP, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF MVISIONS, INC. IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MVISIONS, INC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR APP AND/OR SERVICES.

As a User, you agree not to use our App or Services to do any of the following:

1. Violate any local, state, federal, or international laws
2. Infringe on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Create or use Content that Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable
4. Link directly or indirectly to any materials to which you do not have a right to link

5. Create or use Content containing any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
6. Introduce software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our App or Services
7. Use any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
8. In the sole judgment of MVisions, Inc., anything that is objectionable or restricts or inhibits any other person from using or enjoying our App or Services, or which may expose MVisions, Inc., our affiliates, or our Users to any harm or liability of any type.

Use our Content to:

1. Develop a competing app or services or website
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
4. Decompile, disassemble, or reverse engineer our App, Services, and any related software
5. Use our App or Services in any manner that violates this Agreement or any local, state, federal, or international laws

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Linking to Our Website

You may provide links to our Website provided that (a) you do not remove or obscure any portion of our Website by framing or otherwise, (b) your website does not engage in illegal or pornographic activities, and (c) you cease providing links to our Website immediately upon our request.

Links to Other Websites

Our App and Services may from time to time contain links to third-party websites. Inclusion of links for any website on our App and Services does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites. MVisions, Inc. has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you

review the privacy notice and terms of use of those websites to fully understand what information is collected and how it is used.

Termination of Agreement

This Agreement is effective until terminated by you or us. Your rights under these Terms of Use will terminate without our notice if you fail to comply with any term of these Terms of Use. Upon termination, you will stop using and uninstall our App and/or Services. You must delete or destroy any information or content (including all copies) obtained from our App or Services or Website. Certain provisions of this Agreement, including, but not limited to, copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our App or Services.

Severability and Survival

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

Changes to Our Terms of Use

We reserve the right to change these Terms of Use at any time. We will also post these changes in our App and on our website. These changes will become effective as soon as they are posted. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms of Use, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our App, Services, and Products after any change to these Terms of Use will constitute your acceptance of such change. If you do not agree with the changes to these Terms of Use, you can choose to discontinue the use of our App, Services, and Products.

Copyright © Orion Systems. Neither this document nor any portion of it may be copied or duplicated without a license from <http://www.DisclaimerTemplate.com>