

MYMATR TERMS OF SERVICE

These Terms of Service ("Terms") govern your access to and use of the services, dashboards, hardware, and associated platforms provided by MyMatR, Inc. ("MyMatR," "Company," "we," "us," or "our"). By accessing or using the Services, you ("Customer," "you," or "your") agree to be bound by these Terms, which are incorporated by reference into any applicable executed agreement, including the Contract of Sale.

If you are entering into these Terms on behalf of a business or organization, you represent that you have the authority to bind that entity to these Terms.

1. Eligibility

The Services are available to organizations and their representatives who are authorized to enter into binding agreements on behalf of the purchasing entity. Individuals accessing the Services must have legal authority to act on behalf of the organization.

2. Scope of Services

MyMatR provides AI-powered hardware designed for waste identification and, in some models, automatic waste sorting. These devices are sold directly to customers and shipped to the specified address.

Services include:

- (a) Browser-based dashboard access (no mobile app)
- (b) Real-time and historical waste data;
- (c) Material identification, timestamps, and volume records;
- (d) System diagnostics, analytics, and reporting tools;
- (e) Optional service plans for out-of-warranty hardware;
- (f) Unlimited user logins under a single organization account;

3. Account Responsibilities

You are responsible for maintaining the confidentiality of your login credentials and for all actions under your account. You agree to promptly notify MyMatR of any unauthorized access or use.

4. Permitted Use and Restrictions

You may not:

- (a) Use the Services in violation of any applicable laws;
- (b) Disrupt or compromise the security or performance of the Services;
- (c) Reverse engineer, decompile, or alter the platform or hardware;
- (d) Infringe on any intellectual property rights;
- (f) Extract or misuse data beyond its intended purpose;



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5. Ownership, Data Use, and Privacy

MyMatR retains ownership of all intellectual property related to its platforms, hardware, software, and AI models.

Customers retain full ownership of all data generated by their MyMatR devices. MyMatR may use this data internally to improve AI performance and product functionality. Collected data may include email addresses, waste deposit images, bin fullness levels, and depositor behavior.

MyMatR does not share customer data with the public, third parties, or other customers without prior written consent. Any use of anonymized or aggregated data for marketing or case studies requires prior written approval from the Customer.

Customers may request permanent deletion of their data by submitting a written request. If data access lapses, a 30-day grace period applies before suspension. Reactivation fees may apply. For additional details, refer to the MyMatR Privacy Policy.

6. Payment and Billing

All pricing and billing terms are governed by the executed Contract of Sale.

- (a)** Dashboard and data access are billed annually on a per-unit basis.
- (b)** The first year of access is included with the initial purchase.
- (c)** Each customer may register unlimited user logins under a single account.
- (d)** If renewal payment is not received within thirty (30) days of the renewal date, access may be suspended.
- (e)** A 30-day grace period applies. Reactivation fees may apply.

7. Hardware Warranty and Support

MyMatR provides a six-month limited warranty covering material and workmanship defects under normal use. Warranty claims are evaluated on a case-by-case basis and may result in:

- (a)** Repair of the unit
- (b)** Replacement with a new or refurbished unit
- (c)** An alternate resolution proposed by MyMatR

Damage caused by misuse, unauthorized alterations, or external events is not covered. Software, connectivity, and data access are excluded from warranty coverage. Return shipping is not included unless otherwise agreed.

Devices outside the warranty period may be eligible for repair or replacement through a paid MyMatR service plan.



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The Services are provided “as is” and “as available,” without any additional express or implied warranties beyond those stated above.

8. Confidentiality

Each party agrees to treat all non-public business, operational, and technical information shared during use of the Services as confidential. This obligation remains in effect after termination.

9. Limitation of Liability

To the fullest extent permitted by law, MyMatR is not liable for indirect, incidental, or consequential damages. Total liability is limited to the amount paid by the Customer for Services in the twelve (12) months prior to the claim.

10. Termination

You may terminate Services at any time with written notice. MyMatR may suspend or terminate Services for breach of these Terms, non-payment, misuse, or legal compliance.

Upon termination, access to the dashboard will be disabled. Data will be deleted or anonymized per MyMatR’s data retention policy and applicable law.

11. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of North Carolina. Disputes shall first be addressed through mediation, followed by binding arbitration if necessary. All proceedings shall be conducted in Wake County, North Carolina, in English. This jurisdiction applies to all customers, including those outside the United States.

12. Modifications

MyMatR reserves the right to update these Terms. Any changes will be published with an updated effective date. Continued use of the Services implies acceptance of the revised Terms.

13. Contact

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USA

