

Terms and Conditions of Use for Mastermind AI

Last Updated: 12/28/2023

Welcome to Mastermind AI. The following terms and conditions (the "Terms") govern all use of mastermindai.shop and the services available on or at the website (taken together, the Service). The Service is owned and operated by Mastermind AI. The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on this Site by Mastermind AI (collectively, the "Agreement").

1. Access to the Service

→ **Eligibility:** You must be of legal age to enter into a binding agreement in order to accept the Terms. By using the Service, you agree to these Terms. If you are using the Service on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms.

2. Use of the Service

→ **License:** Subject to these Terms, Mastermind AI grants you a non-transferable, non-exclusive, license to use the Service for your internal business use.

→ **Restrictions:** You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device.

3. Intellectual Property

→ **Ownership:** The Service and its original content, features, and functionality are and will remain the exclusive property of Mastermind AI and its licensors.

4. Payment Terms

→ **Fees and Payments:** By signing up for a particular service, you agree to pay Mastermind AI the applicable setup fees and recurring fees. Applicable fees

will be invoiced starting from the day your services are established and in advance of using such services.

5. Termination

→ Mastermind AI may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately.

6. Disclaimer of Warranties

→ The Service is provided “as is”. Mastermind AI and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability

→ In no event will Mastermind AI, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services.

8. General Representation and Warranty

→ You represent and warrant that (i) your use of the Service will be in strict accordance with the Mastermind AI Privacy Policy, with these Terms, and with all applicable laws and regulations.

9. Changes

→ Mastermind AI reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes.

10. Contact Information

→ For any questions regarding these Terms, please contact us at mastermindai55@gmail.com.