TERMS & CONDITIONS

Last updated: January 2024

Introduction

Welcome to MyDBLite! By using our website and/or using the services that are provided, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions. These Terms and Conditions unconditionally extend and apply to all related applications, internet service, or website extensions. If you are not in agreement with all of these Terms and Conditions, you are prohibited from using this Website, and you may discontinue use immediately. MyDBLite recommends that you save or print a copy of these Terms and Conditions for future reference.

Agreement to Terms and Conditions

MyDBLite Terms and Conditions (these "Terms" or these "Terms and Conditions") contained in this Agreement shall govern your use of this Website and all its content (collectively referred to herein as this "Website"). These Terms outline the rules and regulations guiding the use of MyDBLite located at https://mydblite.com/. All materials/information/documents/services or all other entities (collectively referred to as content) that appear on the MyDBLite shall be administered subject to these Terms and Conditions. These Terms and Conditions apply in full force and effect to your use of this Website, and the use of this Website constitutes an express agreement with all the Terms and Conditions contained herein in full. Do not continue to use this Website if you have any objection to any of the Terms and Conditions stated on this page.

Definitions/Terminology

The following definitions apply to these Terms and Conditions, Privacy Statement, Disclaimer Notice and all Agreements: "User", "Visitor," "Client," "Customer," "You" and "Your" refers to you, the person(s) that use this Website. "MyDBLite", "We", "Our" and "Us", refers to our Website/Company. "Party," "Parties," or "Us," refers to both you and us. All terms refer to all considerations of MyDBLite necessary to undertake support to you for the express purpose of meeting your User needs in respect of our services, under and subject to, prevailing law of the state or country in which [WEBSITE NAME] operates (Tennessee, USA). Any use of these definitions or other glossary in the singular, plural, capitalization, and/or pronoun are interchangeable but refer to the same.

Intellectual Property Rights

Other than the content you own and opted to include on this Website, under these Terms, MyDBLite and/or its licensors own and reserve all intellectual property rights of this Website. You

are granted a limited license, subject to the restrictions entailed in these Terms and Conditions, for purposes of viewing this Website's content.

Services

The content of this Website is not intended for use or distribution to any person or entity in any jurisdiction, geographical location, or country/state where such use or distribution will be contrary to the laws and regulations or subject MyDBLite to any form of registration, claims, demands, costs, liabilities, damages, or expenses.

The Website is intended for users who are at least 18 years of age. If you are under the age of 18, you cannot use or register to use this Website or its services without parental permission or consent. By agreeing to these Terms and Conditions, you have the necessary legal capacity to comply and be bound by these Terms and Conditions.

Acceptable Use

You may use this Website only for lawful and legitimate purposes in accordance with these Terms and Conditions. When using this Website, you agree to adhere to the following guidelines:

1. **Compliance with Laws**: You must comply with all applicable laws and regulations, both local and international, while using this Website. You shall not engage in any activity that violates any laws or infringes upon the rights of others;
2. **Respect for Others**: You must respect the rights, privacy, and dignity of other users of this Website. Do not engage in any activity that is harassing, abusive, defamatory, threatening, or harmful to others;
3. **No Unauthorized Access**: You shall not attempt to gain unauthorized access to any part of this Website, its systems, or any connected network or database. Unauthorized access, hacking, or any other form of cyber-attack is strictly prohibited;
4. **No Malicious Activities**: You shall not use this Website for any malicious purposes, including but not limited to the distribution of malware, viruses, or any other harmful software;
5. **No Spam**: Sending unsolicited messages, advertisements, or spam through this Website's features or communication channels is strictly prohibited;
6. **Protection of Intellectual Property**: You must respect intellectual property rights, including copyrights, trademarks, and patents. Do not use this Website to distribute, share, or post any content that infringes upon the intellectual property rights of others;
7. **No Unauthorized Commercial Activity**: You shall not use this Website for unauthorized commercial activities, including but not limited to advertising, marketing, or selling products or services without proper authorization;
8. **No Impersonation**: Do not impersonate any person or entity or falsely claim an affiliation with any entity when using this Website;
9. **No Data Mining or Scraping**: You are not permitted to engage in data mining, data scraping, or any automated or systematic extraction of data from this Website without

explicit permission;

10. **No Disruption**: You shall not engage in any activity that disrupts or interferes with the normal operation of this Website, including but not limited to hacking, distributed denial-of-service (DDoS) attacks, or any form of network interference;
11. **No Harm to Minors**: If this Website provides content that is accessible to minors, you shall not post or share any content that is inappropriate or harmful to minors;
12. **No Violation of Privacy**: Respect the privacy of others and do not engage in any activity that invades the privacy of users of this Website;
13. **Reporting Violations**: If you become aware of any violation of these Acceptable Use guidelines by other users, please report it to us immediately;

Failure to comply with these Acceptable Use guidelines may result in the termination of your access to this Website and may also lead to legal action or other remedies as deemed necessary.

Cookies

MyDBLite employs the use of cookies. By accessing Our Website, You agree to use cookies in Agreement with our Cookie Policy.

Our interactive Website's optimal functionality uses cookies to retrieve the User's information for each visit. Some of our affiliate partners may also use cookies.

License

Unless otherwise stated, MyDBLite and/or its licensors own the intellectual property rights for all content on MyDBLite. All intellectual property rights are reserved. You may access any Website content from MyDBLite for your personal use subject to restrictions set in these Terms and Conditions.

MyDBLite hereby restricts you from all of the following:

1. Republishing any MyDBLite content in any media;
2. Reproducing, duplicating, or copying any MyDBLite content ;
3. Selling, renting, sublicensing, and/or otherwise commercializing any MyDBLite content;
4. Publicly performing and/or displaying any MyDBLite content;
5. Using this Website in a manner that is, or maybe, damaging and/or impacts user access to this Website;
6. Using this Website contrary to the relevant rules, laws, and regulations of your country of residence, or in a manner that causes, or may cause, harm to the Website, or any person or business entity;
7. Conducting data mining or any other similar activity concerning this Website, or while using this Website; and
8. Using this Website to engage in any form of business advertising or marketing.

Specific areas of this Website may be restricted from user access, and MyDBLite may further extend such restriction to the entire Website, at any time, and in its sole discretion. Any user identification, security key, or password you may have on this Website are confidential, and you are responsible for maintaining such information confidentiality.

Linking and Hyperlinking Rights

We reserve the right to request the removal of any links or any particular link to our Website that is created by you. Upon our request, you agree to immediately remove all links to our Website. We may amend the Terms and Conditions of these linking rights at any time, and by continuously linking to our Website, you agree to be bound to and adhere to the updated terms.

Should you encounter any link on our Website that you find offensive, please feel free to contact us. We will consider requests to remove such links but are not obligated to do so or to respond directly or immediately.

Certain organizations, such as search engines, government agencies, news organizations, and online directories, may link to our Website without prior written approval. Other entities, including but not limited to, consumer and/or business information sources, charity organizations, internet portals, educational institutions, trade associations, and dot.com community sites, may submit requests to link to our Website. Such requests should be directed to us for review; however, approval of such requests does not imply our endorsement, sponsorship, partnership, or agreement with the linking entity's services or policies.

Use of our logo or other artwork for linking is not permitted without a trademark license agreement.

Links to Third-Party Content

Our Website may provide links to third-party websites or applications. We do not control, and are not responsible for, the content or operation of such third-party sites or applications. Linking to any third-party site does not imply our endorsement of the site, application, or its operator.

MyDBLite assumes no responsibility for advertisements or any third-party content featured within our Website. Any purchases of goods or services made through third-party advertisers are at your own risk. The respective advertiser is responsible for the goods and/or services offered, and you should direct any questions or complaints to them.

User Content

In these Website Standard Terms and Conditions, "User Content" shall mean any audio, video, text, images, or other material or content you choose to display on this Website. By displaying user content, you grant MyDBLite a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it on any media.

User Content must be original to you and should not violate any third party's intellectual property rights, either presently or in the past. MyDBLite reserves the right to remove any of your content from this Website at any time, without notice.

MyDBLite is permitted to monitor your activities on the Website and remove any user content considered inappropriate, offensive, contrary to applicable laws and regulations, or causes a breach of these Terms and Conditions.

You warrant and represent that:

1. You are entitled to upload/input/publicize content on our Website and have the necessary legal capacity, license or consent to do so;
2. Your content does not infringe any intellectual property right, including without limitation to copyright, patent, or trademark of any third party;
3. Your content is true, accurate, current, complete, and relates to you and not a third party;
4. Your content does not contain any libelous, defamatory, offensive, immoral, or otherwise illegal material which is an invasion of privacy; and
5. The content will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You now grant MyDBLite a non-exclusive license to use, reproduce, edit and authorize others approved by us to use, reproduce and edit any of your content in any form, format, or media.

Privacy Policy

By using this Website and its services, you may provide us with certain personal information. By using MyDBLite or its services, you authorize us to use your information in any country or state that we operate in. We reserve the right to use such information to improve your user experience and facilitate mailing and traffic, and market analytics.

By accessing this Website, specific information about the User, such as Internet protocol (IP) addresses, site navigation, user software, and the surfing time, along with other similar information, will be stored on MyDBLite servers. Information about their identities, such as name, address, contact details, billing information, and other information stored on this Website, will strictly be used only for statistical purposes and will not be published for general access. MyDBLite, however, assumes no responsibility for the security of this information.

Disclaimers/Warranties/Limitation of Liabilities

MyDBLite Website is provided "as is," with all liabilities, and MyDBLite makes no express or implied undertakings, representations, or warranties, of any kind related to this Website or the content contained on this Website.

MyDBLite does not make any endorsements, warranties, or representations about the accuracy, reliability, expertise, or completeness of any such content. You agree that reliance on any such

content shall be at the User's risk. The MyDBLite periodically changes, adds, modifies, improves, or updates this Website's consent with or without prior notice. Under no circumstance shall MyDBLite be liable for any loss, damage, injury, liability, or expense incurred or suffered from the use of this Website, including, without limitation, any fault, error, omission, commission, delay, failure, interruption, deletion, alteration, disruption, cessation or incursion concerning such use by us, our affiliates or any third party. Under no circumstance shall MyDBLite or any of its partners and affiliates be liable for any direct, indirect, consequential, accidental, or special damages, even if MyDBLite has been advised against the risk or possibility of such damages. The User agrees that MyDBLite will not be liable for any conduct or behaviour of the User arising from the use of this Website. As a result, the use of this Website and all or any of its content is at the User's sole risk.

In no event shall MyDBLite, nor any of its officers, directors, employees, and affiliates, be liable for any loss, injury, or damage arising out of your use of this Website, whether, under contract, tort, or otherwise, and MyDBLite, including its officers, directors, employees, and affiliates shall not be liable for any indirect, consequential or special liability arising out of your use of this Website.

Indemnification

As a condition for the use of this Website, the User agrees to indemnify MyDBLite and its affiliates to the fullest extent, from and against all actions, claims, liabilities, losses, damages, costs, demands, and expenses (including reasonable attorney's fees) arising out of the User's use of this Website, including without limitation, any claim related to the breach of any of the provisions of these Terms and Conditions. If dissatisfied with any or all of the content on this Website or any or all of its Terms and Conditions, the User may discontinue using this Website.

Termination

The provisions of these Terms and Conditions shall remain in full force and effect while you use the MyDBLite or its services. Users may terminate their use by following the instructions for terminating user accounts in your account settings or by contacting us at support@mydblite.com.

We reserve the right and sole discretion to, and without notice or liability, deny access to and use of the Website (including blocking specific IP addresses) to any user for any reason including but not limited to breach of any representation, warranty, or Agreement in these Terms or any applicable law or regulation.

We also reserve the right, if, in our sole discretion, we determine that your use of the Website or its services is in breach of these Terms and Conditions or of any applicable law or regulation, to terminate your use of the Website and its services or delete your account and any or all of your content, without warning or prior notice. Suppose we terminate or suspend your account for any reason set out under this section. In that case, you are prohibited from registering and creating a new account under your name, or a false identity. In addition to terminating or suspending your account, MyDBLite reserves the right to take appropriate legal action(s), including without

limitation pursuing civil, criminal, and injunctive redress.

General Provisions

Language

All correspondence made under this Agreement shall be in English.

Governing Law & Jurisdiction

The Terms and Conditions of this Website will be governed by and construed under the laws of the country or state in which MyDBLite operates. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in Tennessee, USA for the resolution of any disputes.

Severability

Suppose any of Terms or Condition is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms and Conditions unenforceable or invalid. As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms and Conditions that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

Variation of Terms

MyDBLite reserves the right to revise these Terms at any time as it sees fit. By using MyDBLite, you are expected to review such Terms regularly to ensure you comprehend all the Terms and Conditions regarding the use of this Website.

Assignment

MyDBLite reserves the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. Users shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms. Furthermore, a person who is not a party to these Terms and Conditions shall have no right to enforce any provision contained therein.

Preservation of Immunities

Nothing herein shall constitute a limitation upon the privileges and immunities of MyDBLite, which are specifically reserved.

Waiver

Our failure to exercise any or all of these Terms and Conditions' provisions at any point in time shall not operate as a waiver of such right or provision.

Entire Agreement

These Terms and Conditions, including any legal notices and disclaimers on this Website, constitute the entire Agreement between MyDBLite and you concerning your use of this Website. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

Contact us

To resolve any complaint or clarification regarding the use of this Website or its services or receive information concerning that, please contact us at support@mydblite.com.