

TERMS OF SERVICE

1. INTRODUCTION

These are the terms of service (“**Terms**”) of your (“**You**”) use and access to www.magmacharts.com (the “**Website**”), including your use of our content on the Website (“**Services**”). The Services are provided by **Magmacharts** (“**Magmacharts**”, “**We**”, “**Our**” or “**Us**”). Accordingly, these Terms represent a legally binding agreement between you and Us. Please read the Terms carefully and be sure to understand the Terms before accessing any of our Services. Please note that these Terms apply to you each time you use and access our Services. Further note that your uses of our Services are subject to our [Privacy Policy](#), which you are also advised to read and review carefully.

Any update made to the Website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

2. ELIGIBILITY

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Website.

3. USAGE OF THE WEBSITE AND WEB APPLICATION

Magmacharts provides a software platform that integrates with your account on Shopify, Google and Facebook (Third Party Platforms), to enable the provision of the Services. However, we don’t store any user data provided or utilized from the aforementioned Third Party Platforms.

Your use of certain features of the Website would require you to register for an account and pay the monthly fee. You represent and warrant that: (a) all required registration information you submit is accurate; (b) you will maintain accuracy of such information. You may delete your account at any time, for any reason, by following the instructions on the Website.

Furthermore, you agree to be responsible for maintaining the confidentiality of your login information. You are fully responsible for all activities that occur under your account, including any suspected unauthorized use or any breach of security. Magmacharts cannot and will not be liable for any loss or damage arising from your failure to comply with the above conditions.

Notwithstanding the above, Magmacharts may suspend or terminate your account in accordance with the provisions of these Terms.

4. ACCEPTING THESE TERMS; YOUR CONSENT TO ELECTRONIC COMMUNICATION

By using or accessing Our Website and Services, You represent that you have read and understand these Terms and our Privacy Policy and you agree to be bound by these Terms and our [Privacy Policy](#). If you do not agree to the Terms, do not use or access the Website & Services. We would be happy to make any clarifications regarding the Terms if you reach out to us via support@magmacharts.com. Until you get an official email response from Us in response to any such email from You, do not access the Services made available via the Website, if You are still unsure about the Terms.

When you access the Services on Our Website, by sending e-mails and other communications from your desktop or mobile device to Us, you may be communicating with Us electronically. You consent to receive communications from us electronically, such as e-mails, push notices or notices and messages on the Website or through the other services we may provide from time to time and you can retain copies of these communications for your records (Communications). You consent to receive messages from Us, our agents, representatives, affiliates. You certify, warrant and represent that the email address that you have provided to Us are yours and not someone else's. You represent that you are permitted to receive emails via the email address you have provided to Us. You agree to alert Us whenever you stop using a particular email address. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

By accepting and agreeing to these Terms electronically, you represent that: (1) by reason of the fact that our Services and the Website are available as an online service, you understand that your consent to the Terms and our Privacy Policy will be in the form of an electronic consent (2) You have read and understand this consent to use electronic signatures and to receive Communications electronically; (3) you satisfy the minimum hardware and software requirements specified below; and (4) your consent will remain in effect until you withdraw your consent as specified below. To withdraw your consent to these Terms or the receipt of Communications, please send us an email via support@magmacharts.com. If you withdraw your consent to receive Communications electronically, we may close any User Accounts created by You and You will no longer be able to use the Services, except as expressly provided in these Terms. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal and confirm such withdrawal to you in writing. We will do our best to respond to any email sent by You to Us in relation to the Terms **within 5 working days**. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by Us to you before the withdrawal of your consent becomes effective. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms on the Website or delivering notice of such termination or change electronically. In order to ensure that we are able to provide Communications to you electronically, You must notify us of any change in your email address.

5. LIMITED LICENSE TO YOU

As long as You comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited privilege to access Our Website for the sole purpose of using the Services. This license does not include any resale or commercial use of any of the Services, the Website, or its contents; any derivative use of any of the Services or Website or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to You in these Terms are reserved and retained by Magmacharts or its licensors, rights holders, or other third party providers. No aspect of our Services may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Magmacharts. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Magmacharts without express written consent. You may not use any meta tags or any other "hidden text" utilizing Magmacharts's name or trademarks without the express written consent of Magmacharts. The licenses granted by Magmacharts terminate if you do not comply with these Terms or our Privacy Policy.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

6. MODIFICATIONS TO THE SERVICE

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Except where expressly licensed or granted in these Terms, Magmacharts reserves and retains all Intellectual Property Rights (defined below) not expressly granted under this Terms of Service. Intellectual Property Rights shall include patents, utility models, rights to inventions, copyright processes, concepts, ideas, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and all other intellectual property rights, in each case whether registered or unregistered in the Website.

8. THIRD-PARTY LINKS

The Website contains certain links to third-party websites and services, such as Facebook. Such third-party links are not owned by Magmacharts, as such We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

Magmacharts only provides access to these third-party links as a convenience to you, and does not review, approve, monitor, endorse, warrant or make any representations with respect to the third-party links. Your use of the third-party links is at your own risk, and you should apply caution and discretion whilst doing so.

When you click on any of the third-party links on our Website, the applicable third party's terms and privacy policy shall apply to your use of their website. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in utilizing their services. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

9. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

10. PROHIBITED USES

In addition to other prohibitions as set forth in this Terms of Service, you are prohibited from using the Website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state

regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet; (l) to modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the website; (m) to access the Website in order to build a similar or competitive website, product or service.

11. DISCLAIMERS AND WARRANTIES

THE CONTENTS ON OUR WEBSITE, SERVICES AND ALL INFORMATION, MATERIALS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR WEBSITE ARE PROVIDED BY MAGMACHARTS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MAGMACHARTS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES AND WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, MAGMACHARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAGMACHARTS DOES NOT WARRANT THAT THE WEBSITE, SERVICES, INFORMATION, CONTENT, MATERIALS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU OR ELECTRONIC COMMUNICATIONS SENT TO YOU ARE FREE OF VIRUSES, OTHER HARMFUL COMPONENTS OR ERROR FREE. TO THE FULL EXTENT PERMISSIBLE BY LAW, MAGMACHARTS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, THE WEBSITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. IN NO EVENT SHALL MAGMACHARTS, ITS REPRESENTATIVES, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT

COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICES OR ANY PROCURED USING THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICES OR ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY.

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY AND DISCLAIMERS SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MAGMACHARTS AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12. LIMITATION OF LIABILITY

Magmacharts will never be liable to you for any special, consequential or incidental damages arising directly or indirectly from any goods or services provided under this Agreement. In no event will Magmacharts be liable to you for an amount that in the aggregate exceeds the total amount paid or payable by you under this Agreement. These limitations will apply regardless of the form of action, whether under statute, in contract (including fundamental breach), tort, including negligence, or any other form of action.

13. INDEMNIFICATION

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold Magmacharts its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively “indemnify” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of Our Website, including any and all Magmacharts’s Content, Products and any features, functionality, tools, and promotions available on and through the Website, (ii) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (iii) your gross negligence or willful misconduct.

You agree that, at Magmacharts’s option, You will conduct the defense of any such claim or action; provided that, notwithstanding our election that You conduct the defense, (i) Magmacharts may nevertheless participate in such defense or settlement negotiations and pay its own costs associated

therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of Magmacharts (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

14. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

15. DURATION AND TERMINATION

These Terms of Service are effective upon your usage of our Services, and shall subsist unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

16. ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on this Website or in respect to the Service constitutes the entire agreement and understanding between you and us, and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

17. GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the Laws of Singapore without regard or giving effect to any principles or conflict laws that provide for the application of the law of another jurisdiction.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION

For any and all controversies, disputes, demands, claims, or causes of action between You and Us (including the interpretation and scope of this section, dispute, demand, claim, or cause of action) relating to the Services, the Website, or these Terms, you and Us agree to resolve any such controversy, dispute, demand, claim, or cause of action amicably, but failure to do so, it shall be exclusively referred to arbitration in accordance with the Singapore International Arbitration Centre Rules (SIACR) then in effect.

The parties agree that the arbitrator shall have the authority to award attorneys' fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration.

The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

The Arbitration shall be held in Singapore and would be conducted in English Language.

Notwithstanding the foregoing, Magmacharts may seek injunctive relief in any court of competent jurisdiction.

19. CHANGES TO TERMS OF SERVICE

We reserve the sole right to modify the Terms and our Privacy Policy without prior permission from you or informing you. This relationship creates a contractual and legal duty on you to periodically check the Terms and stay updated on its requirements. If you continue to use the Websites and the Services following such a change, this is deemed as consent by you to the so amended Terms.

20. GENERAL

(a) These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us hereto, (b) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (c) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE

MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

21. CONTACT US

If you have any questions (or comments) concerning the Terms, you are most welcome to send us via e-mail to support@magmacharts.com.

Last Updated December 16, 2020.