MatchX Terms and Conditions of Use

MatchX GmbH operates this website. In these Terms, "MatchX", "we", "us" and "our" refer to MatchX GmbH. These Terms govern use of the website and purchases of hardware from MatchX.

The MX Protocol is an open, permissionless protocol. Participation is governed by the protocol rules and is not purchased from MatchX. Buying hardware or making an optional protocol contribution does not, by itself, purchase access to the protocol or a customer-specific MatchX service.

Please read these Terms before using the website or placing an order. By using the website or placing an order, you agree to the provisions that apply to that activity. Additional terms apply only where they are presented for a separate product or service and accepted by you.

New website features may also be subject to these Terms. We may update these Terms by posting a revised version on the website. Changes apply as permitted by applicable law. The version presented when you place an order governs that order.

SECTION 1 - ONLINE STORE TERMS

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 site.

You may not use our products for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

All your content will always be transferred encrypted.

In addition, the credit card information is also encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is inaccurate, incomplete, or not current.

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.

Any reliance on the material on this site is at your own risk.

This site may contain certain historical information.

Historical information, necessarily, is not current and is provided for your reference only.

We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site.

You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - PRICES, HARDWARE SALES AND OPTIONAL PROTOCOL CONTRIBUTIONS

Prices are shown in euros.

Delivery costs and applicable taxes are stated separately at checkout.

The hardware price is the price for the hardware ordered.

A customer may purchase the hardware without making any protocol contribution.

A protocol contribution, if offered, is a separate, optional, one-time payment in support of general development, operation or maintenance of the MX Protocol network as a whole.

The customer may decline or remove the contribution without affecting the hardware order, its price, delivery, use of the hardware, or the customer's ability to participate in the protocol.

The contribution is not a fee for access to a portal or protocol, device registration, approval, minting or activation of a device identity or NFT, gas or network fees, participation, priority, rewards, or any other service or right for the contributor.

MatchX does not undertake to provide an individualized service or other benefit to a contributor in return for the contribution.

The contribution does not create a contractual entitlement against MatchX.

The protocol is open and permissionless.

A device owner or another participant may set up and activate a device identity using the available open-source tools without making a contribution to MatchX.

Devices are subject to the same protocol rules regardless of where they were purchased or whether a contribution was made.

If MatchX provides technical assistance in connection with a device, that assistance is not conditioned on, included in, or paid for by a protocol contribution.

Protocol participation and any MXC allocation are determined under the protocol rules and software.

MatchX does not promise participation, any reward, any particular amount, or any monetary value.

Any optional contribution must be presented separately from the hardware price and must be clearly identified as optional before the customer places the order.

We may change hardware prices for future orders.

The price applicable to an order is the price shown when that order is placed.

We may modify or discontinue website features, subject to applicable law.

Third-party applications, partners or affiliates may charge separate fees under their own terms.

SECTION 5 - DELIVERY

Your order will be delivered to the address you indicated when your order was placed.

MatchX does everything in its power to respect the delivery times indicated on the website.

However, we cannot be held responsible for the consequences of a late delivery or the loss of a package caused by a third-party contracted to make delivery, or by you, or because of some unforeseen event.

In the event where you do not receive your package, an investigation will be conducted with the carrier and may take several days upon receipt of your claim.

During this period of investigation, no reimbursement or re-delivery will take place.

SECTION 6 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website.

These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display the colors and images of our products that appear at the store as accurately as possible.

We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right but are not obligated to limit the sales of our products or Services to any person, geographic region, or jurisdiction.

We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.

We reserve the right to discontinue any product at any time.

Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order.

These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store.

In addition, you agree to promptly update your account and other information, including your email address and credit card numbers, and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools that we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools" as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement.

We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources).

Such new features and/or services shall also be subject to these Terms of Service.

SECTION 9 - THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us.

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 any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

Please review the third-party's policies and practices carefully and make sure you understand them before you engage in any transaction.

Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 10 - 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.

However, we are and shall be under no obligation: 1.

To maintain any comments in confidence.

2.

To pay compensation for any comments.

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 of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary rights.

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 third-parties as to the origin of any comments or us.

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.

SECTION 11 - PERSONAL INFORMATION

Our Privacy Policy governs your submission of personal information through the store.

View our Privacy Policy.

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability.

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including, without limitation, pricing information, except as required by Law.

No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as outlined in terms of Service, you are prohibited from using the site or its content:
1.

For any unlawful purpose.

2.

To solicit others to perform or participate in any unlawful acts.

3.

To violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances.

4.

To infringe upon or violate our intellectual property rights or the intellectual property rights of others.

5.

To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.

6.

To submit false or misleading information.

7.

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 any related website, other websites, or the Internet.

8.

To collect or track the personal information of others.

9.

To spam, phish, pharm, pretext, spider, crawl, or scrape.

10.For any obscene or immoral purpose.

11.To interfere with or circumvent the Service's security features or any related website, other websites, or the Internet.

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

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; MX PROTOCOL PARTICIPATION

We do not guarantee that use of the website, hardware, or any related feature will be uninterrupted, timely, secure, or error-free.

Availability may be affected by maintenance, connectivity, third-party systems, or events outside MatchX's control.

MX Protocol is an open, permissionless protocol.

MatchX may develop software, operate or monitor nodes, and maintain infrastructure for the network as a whole.

Those general network activities are not an individualized service purchased by a customer through a protocol contribution.

A user may set up and activate a device identity from the user's wallet using open-source tools without making a contribution to MatchX.

Any technical assistance MatchX may provide in connection with a device is not conditioned on or provided in exchange for a protocol contribution.

The protocol rules and software, rather than MatchX acting for an individual customer, evaluate gateway activity and determine any MXC allocation.

MatchX does not determine or guarantee whether a gateway will participate, whether any MXC will be allocated, the amount allocated, or any value or return.

Any display of network activity or protocol amounts is informational and is not a promise of currency, earnings, or monetary value.

Our hardware is designed to provide LPWAN connectivity.

We do not guarantee cryptocurrency, mining results, token rewards, network coverage, or uninterrupted protocol operation.

Users are responsible for their equipment, internet connection, wallet, keys, and any actions required under the protocol.

Third-party wallets and networks may impose separate conditions or transaction fees.

To the extent permitted by applicable law, the website and related features are provided as available, and MatchX excludes warranties that may lawfully be excluded.

Nothing in these Terms excludes or limits liability, warranties, or consumer rights that cannot be excluded or limited under applicable law.

Any liability limitation applies only to the extent permitted by law.

SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless MatchX GmbH and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 16 - 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.

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.

SECTION 17 - TERMINATION

The obligations and liabilities of the parties incurred before termination survive termination where required by law or by their nature.

You may stop using the website or terminate any account in accordance with the applicable account terms.

MatchX may suspend or terminate access where permitted by law, including where reasonably necessary for security, fraud prevention, legal compliance, or a material breach of these Terms.

A refund does not by itself waive or extinguish any other claim or right.

Any settlement or release must be separately agreed and is effective only to the extent permitted by applicable law.

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site 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.

SECTION 19 - GOVERNING LAW

These Terms are governed by the laws of the Federal Republic of Germany, without prejudice to any mandatory consumer protection provisions that apply in the country where a consumer has their habitual residence.

The competent courts and place of proceedings are determined under applicable law.

Nothing in these Terms limits a consumer's right to bring proceedings before a court that has jurisdiction under mandatory law.

SECTION 20 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

At our sole discretion, we reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to our website.

It is your responsibility to check our website periodically for changes.

Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 21 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@matchx.io.