



MIKRONEXUS, INC.

Terms & Conditions

Last Updated: August 1, 2018

This website is operated by MIKRONEXUS, INC. (hereinafter the “**Company**”). These Terms and Conditions govern your access to Company’s website www.mikronexus.com (the “**Website**”) and our products and services (collectively the “**Services**”).

The term “**you**”, “**your**” or “**User(s)**” shall refer to any entity or person that uses our Services and/or starts an account with us. The terms “**we**,” “**our**” or “**us**” shall refer to Company.

These Terms are important and affect your legal rights, so please read them carefully. Note that these Terms contain a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

The Services are offered to you conditioned on your acceptance without modification of Terms contained herein. Certain features, services or tools of the Services may be subject to additional guidelines, terms, or rules, which will be posted with those features and are a part of these Terms. Your use of the Services constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, USING AND/OR CREATING AN ACCOUNT ON THE SERVICES, CONSUMMATING A FINANCIAL TRANSACTION VIA THE SERVICES, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

PRIVACY

Your use of the Services is subject to Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Services and informs Users of our data collection practices.

USE OF OUR SERVICES

Mikronexus is a software development that aims to provide customized software solutions for our clients. To build long term relationships with our clients and provide exceptional customer services by pursuing business through innovation and advanced technology.

Subject to your compliance with its obligations under these Terms, we will provide you with access to the Services. Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if for any reason our Services are unavailable at any time or for any period.

You must be eighteen (18) years or over in order to use Company and the Services. If you are under the age 18, you may not use the Services. Company does not knowingly collect, either online or offline, personal information from persons under the age of thirteen (13).

ACCESS TO SERVICES

We shall use commercially reasonable efforts to ensure the availability of the Services, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond our reasonable control, including without limitation, (i) a force majeure event; (ii) Internet service provider, webhosting, cloud computing platform, or public telecommunications network failures or delays; (iii) a fault or failure of your computer systems or networks; or (iv) any breach by of these Terms by you.

PROHIBITED USES

Use of the Services is limited to the permitted uses expressly authorized by us. The Services shall not be used in any way that:

- (1) Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- (2) Is unlawful, fraudulent, or deceptive;
- (3) Uses technology or other means to access unauthorized content or non-public spaces;
- (4) Uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
- (5) Attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (6) Attempts to damage, disable, overburden, or impair our servers or networks;
- (7) Attempts to gain unauthorized access to a Company computer network;
- (8) Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- (9) Violates these Terms in any manner; or
- (10) Fails to comply with applicable third-party terms and conditions or other third-party policies.

INTELLECTUAL PROPERTY

All of the information and other content displayed on, transmitted through, or used in connection with Website and the Services, including but not limited to, text, graphics, logos, trademarks images, advertising, directories, guides, articles, opinions, reviews, photographs, illustrations, audio clips, video, html, source and object code, software, data, the selection and arrangement of the aforementioned and the "look and feel" of the Website (collectively, the "**Content**") is the property of Company and protected by Copyright law and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such Content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Content, in whole or in part, found on the Services. Your use of the Services does not entitle you to make any unauthorized use of any protected Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use protected Content solely for your personal use, and will make no other use of the Content without our express written permission and the copyright owner. You agree that you do not acquire any ownership rights in any protected Content. We do not grant you any licenses, express or implied, to the intellectual property of Company or our licensors except as expressly authorized by these Terms.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Services strictly in accordance with these Terms. As a condition of your use of the Services, you warrant that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

All other trademarks, registered trademarks, product names and company names or logos mentioned on the Services are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Company.

FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about Company, the Website or the Services (collectively, “**Feedback**”). Feedback is non-confidential and shall become the sole property of Company. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

THIRD-PARTY LINKS, WEBSITES AND SERVICES

The Services may contain links to websites maintained by other parties. These links are provided solely as a convenience to you and not because we endorse or have an opinion about the contents on such websites. We expressly disclaim any representations regarding the content or accuracy of materials on such websites or the privacy practices of those websites. If you decide to access websites maintained by other parties, you do so at your own risk. We are not responsible or liable, directly or indirectly, for any damage, loss, or liability caused or alleged to be caused by or in connection with any use of or reliance on any content, products, or services available on or through any such linked site or resource. You understand that these Terms and Conditions and our [Privacy Policy](#) do not apply to your use of such sites. We encourage you to be aware of when you leave our website, and to read the terms of use and privacy policy of any third-party website or service that you visit.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Services that may contain typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Sites or the Services, except as required by law. WE DO NOT REPRESENT, WARRANT OR OTHERWISE ENDORSE THAT THE WEBSITE OR THE SERVICES OR ANY CONTENT, INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH THE SERVICES ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

INDEMNIFICATION

With the exception of gross negligence and willful misconduct on our part, you agree to indemnify, defend and hold harmless company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Website, the Services, your violation of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY COMPANY, THE SERVICES AND THE INFORMATION CONTAINED ON THE WEBSITE AND/OR THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND INFORMATION CONTAINED THEREIN.

COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD PARTY SERVICES OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE SERVICE THAT GIVES RISE TO ANY CLAIM.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS OWNERS, EMPLOYEES, OFFICERS, AGENTS, AFFILIATES, AND SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE WEBSITE OR CONTENT OR THE USE OF ANY SERVICE OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM COMPANY, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF COMPANY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICES EXCEED THE AMOUNT RECEIVED BY YOU THROUGH THE SERVICES WITHIN THE LAST SIX (6) MONTHS.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Services are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor of the, the Website or uses the Services, or by anyone who may be informed of any of its contents.

TERMINATION OR MODIFICATION OF SERVICE

We reserve the right to refuse registration, to suspend, block, prevent access to, cancel, or otherwise terminate your right to use the Website at any time, with or without cause, in our sole discretion and without prior notice to you. We may refuse to accept or may cancel any registration, whether or not the registration has been confirmed, for any or no reason, and without liability to you or anyone else. We also reserve the right to limit or prohibit all activity, including accounts that, in our sole judgment, appear to be malicious or unlawful. All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

ARBITRATION

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Company on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Company, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Company by someone else.

You and Company agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Company, and not in a court of law.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

The arbitrators award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY. This Arbitration Agreement shall survive the termination of these Terms.

CLASS ACTION WAIVER

Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more

than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

JURISDICTION AND APPLICABLE LAW

If for any reason, a dispute proceeds in court, you irrevocably consent to the exclusive jurisdiction of the state courts in the State of New York for purposes of any legal action arising out of or related to the use of the Services or these Terms. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York, United States of America, without regard to New York conflict of laws rules. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

ENTIRE AGREEMENT

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and us with respect to the Website and it supersedes all prior or contemporaneous communications, whether electronic, oral or written, between you and us.

CHANGES TO TERMS

We reserve the right, in our sole discretion, to change the Terms under which the Services is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates. We may alter or amend our Terms by giving you reasonable notice. By continuing to use the Services after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.

RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors and nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other. Each Party has sole responsibility for its activities and its personnel, and shall have no authority and shall not represent to any third party that it has the authority to bind or otherwise obligate the other Party in any manner.

SEVERABILITY

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

FORCE MAJEURE

We shall be excused from performance under these Terms of Use, to the extent we are prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond the reasonable control of Company.

MISCELLANEOUS

These Terms constitute the entire agreement between you and us relating to your access to and use of the Services. The Services are controlled and operated from within the United States. Without limiting anything else, we make no representation that the Services, information or other materials available on, in, or through our Website are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Services from other locations do so on their own volition and are responsible for compliance with applicable laws. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. The waiver or failure of Company to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

CONTACT US

We welcome your questions or comments regarding these Terms:

MIKRONEXUS, INC.

128 Carleton Ave,
Islip Terrace, NY 11752

By Email:

Info@mikronexus.com