

MYMATR TERMS OF SERVICE

Effective Date: June 12, 2026

These Terms of Service ("Terms") govern your access to and use of the services, dashboards, hardware, and associated platforms provided by MyMatR, Inc. ("MyMatR," "Company," "we," "us," or "our"). By accessing or using the Services, accepting a quote or invoice, or placing an order, you ("Customer," "Purchaser," "you," or "your") agree to be bound by these Terms, including the Terms of Sale in Section 5.

If you are entering into these Terms on behalf of a business or organization, you represent that you have the authority to bind that entity to these Terms.

1. Eligibility

The Services are available to organizations and their representatives who are authorized to enter into binding agreements on behalf of the purchasing entity. Individuals accessing the Services must have legal authority to act on behalf of the organization.

2. Scope of Services

MyMatR provides AI powered hardware designed for waste identification and, in some models, automatic waste sorting. Devices are sold directly to customers and shipped to the specified address. Services include:

- (a) Browser based dashboard access
- (b) Real time and historical waste data
- (c) Material identification, timestamps, and volume records
- (d) System diagnostics, analytics, and reporting tools
- (e) Optional service plans for hardware outside the warranty period
- (f) Unlimited user logins under a single organization account

3. Account Responsibilities

You are responsible for maintaining the confidentiality of your login credentials and for all actions under your account. You agree to promptly notify MyMatR of any unauthorized access or use.

4. Permitted Use and Restrictions

You may not:

- (a) Use the Services in violation of any applicable laws
- (b) Disrupt or compromise the security or performance of the Services
- (c) Modify, reverse engineer, decompile, or alter the platform or hardware without prior written approval from MyMatR
- (d) Infringe on any intellectual property rights
- (e) Extract or misuse data beyond its intended purpose

5. Terms of Sale

The following terms apply to all quotes, orders, and purchases of MyMatR products.

- (a) Order Acceptance: By accepting a quote or invoice or placing an order, the Purchaser agrees to these Terms in full.
- (b) Processing Fee: A processing fee of three percent (3%) applies to any invoice paid by card or ACH. The fee is shown on the quote and invoice before acceptance.
- (c) Initial Payment: Full payment of one hundred percent (100%) of the device and data package total, plus a down deposit for shipment, is required to authorize MyMatR to begin manufacturing.

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(d) Cancellation and Refunds: Cancellations must be made within ten (10) business days of MyMatR receiving payment to qualify for a full refund. After this period, no refunds shall be issued. MyMatR does not accept returns or exchanges once an order has been delivered.

(e) Approval Before Delivery: Prior to delivery, MyMatR will provide images for review and, upon request, arrange a video call for final approval.

(f) Shipping and Delivery: The initial invoice includes a down deposit for shipment. Packaging and final shipping charges are invoiced separately following the pre delivery review and customer approval, based on actual costs to the agreed destination. The shipping down deposit will be credited toward the final shipping invoice. Units ship upon payment of the shipping invoice and will be delivered to the location(s) specified in the invoice.

(g) Payment Terms: Quotes are valid for thirty (30) days from the date of issue. An order is confirmed when payment is received.

(h) Taxes: Any applicable taxes, duties, or charges imposed by any governmental authority are the responsibility of the Purchaser and will be added to the invoice total unless a valid tax exemption certificate is provided.

(i) Inspection and Acceptance: The Purchaser must inspect the goods upon delivery. Any claims for shortages, defects, or nonconformance must be made within ten (10) days of receipt.

6. Connectivity Requirements

Purchase of MyMatR devices requires an initial purchase of the MyMatR data package, which includes access to the online portal and cellular connectivity. Data access renews yearly at the customer's option; renewal pricing is subject to change.

7. Dashboard Access and Renewal Billing

Dashboard and waste data access are billed annually on a per unit, recurring basis. The first year of access is included with the initial purchase. Each customer may register unlimited user logins under a single organization account.

When an access term expires, a grace period of thirty (30) days begins. Access remains active during the grace period. If renewal payment is not received by the end of the grace period, access will be suspended. Reactivation fees may apply.

8. Hardware Warranty and Support

MyMatR provides a six (6) month limited warranty covering material and workmanship defects under normal use. Warranty claims are evaluated individually and may result in:

- (a)** Repair of the unit
- (b)** Replacement with a new or refurbished unit
- (c)** An alternate resolution proposed by MyMatR

Damage caused by misuse, unauthorized alterations, or external events is not covered. Software, connectivity, and data access are excluded from warranty coverage. Return shipping is not included unless otherwise agreed. Devices outside the warranty period may be eligible for repair or replacement through a paid MyMatR service plan.

The Services are provided "as is" and "as available," without any additional express or implied warranties beyond those stated above.

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9. Ownership, Data Use, and Privacy

MyMatR retains ownership of all intellectual property related to its platforms, hardware, software, AI models, and methodologies. The Purchaser receives a limited right to use MyMatR products solely for their intended purpose; this right is not exclusive and may not be transferred. Any modification, reverse engineering, or reproduction of MyMatR technology without written consent is strictly prohibited.

Customers retain full ownership of all data generated by their MyMatR devices. MyMatR may use this data internally to improve AI performance and product functionality. MyMatR does not share customer data with the public, third parties, or other customers without prior written consent. Any use of anonymized or aggregated data for marketing or case studies requires prior written approval from the Customer.

Customers may request permanent deletion of their data by submitting a written request. For additional details, refer to the MyMatR Privacy Policy at www.mymatr.com.

10. Marketing and Promotion

By accepting an invoice and placing an order, the Purchaser grants MyMatR a royalty free right to use the Purchaser's name, logos, and trademarks to identify the Purchaser as a customer in marketing and promotional materials. This right is not exclusive. Any marketing use of the Purchaser's data, including case studies, requires prior written approval as described in Section 9.

11. Confidentiality

Each party agrees to treat all nonpublic business, operational, and technical information shared during use of the Services, including negotiations and pricing, as confidential. This obligation remains in effect after termination.

12. Responsibility and Limitation of Liability

Each party is responsible for its own actions, obligations, and liabilities under these Terms. MyMatR is not liable for any damages, losses, or claims arising from the misuse or improper handling of its products.

To the fullest extent permitted by law, MyMatR is not liable for indirect, incidental, or consequential damages. Total liability is limited to the amount paid by the Customer for Services in the twelve (12) months prior to the claim.

13. Force Majeure

MyMatR shall not be liable for any delays or failure to perform due to circumstances beyond its reasonable control, including but not limited to acts of God, war, natural disasters, or labor disputes.

14. Termination

You may terminate Services at any time with written notice. MyMatR may suspend or terminate Services for breach of these Terms, nonpayment, misuse, or legal compliance. Upon termination, access to the dashboard will be disabled. Data will be handled per the MyMatR Privacy Policy and applicable law.

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of North Carolina, USA. Disputes shall first be addressed through mediation, followed by binding arbitration if necessary. All proceedings shall be conducted in Wake County, North Carolina, in English. This jurisdiction applies to all customers, including those outside the United States.

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16. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

17. Modifications

MyMatR reserves the right to update these Terms. Any changes will be published with an updated effective date. Continued use of the Services implies acceptance of the revised Terms.

18. Contact

MyMatR, Inc.

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Website: www.mymatr.com

Mailing Address: 4501 New Bern Ave, Ste 130-226, Raleigh, NC 27610