

Version 06.26

Terms of use



Terms of Use (United States) for Services of:

Marvia BV. Johan Huizingalaan 400 JS Amsterdam The Netherlands

Marvia Corp. 228 E 45TH ST RM 9E New York, NY 10017, United States

hereinafter referred to as "**Marvia**".

Article 1 Definitions

1. In this Agreement, the following terms have the following meanings unless expressly stated otherwise.

User: Marvia of the general requirements.

Client: the person or entity that subscribes to or purchases products or services from Marvia of any kind ("**Services**") or receives an offer or quotation for Services.

Agreement: these Terms of Use and the agreements and documents referenced herein.

Article 2 Scope

1. This Agreement applies to each offer, quotation, or agreement between Marvia and a Client to which Marvia has declared these conditions applicable, insofar as these conditions have not deviated explicitly and in writing by the parties.
2. This Agreement also applies to all written and executed agreements with Marvia, for the implementation of which third parties must be involved.

3. Any deviations from the terms and conditions herein are only valid if expressly stated agreed in writing between Marvia and Client.
4. The applicability of any purchase other terms or conditions of the Client not executed in writing between the parties hereto are expressly rejected.

Article 3 Offers and quotations

1. Marvia shall deliver to Client an offer or quotation to perform Services in one or more Statements of Work (or "SOW"), each governed by the Agreement.
2. The offers made by Marvia are without obligation unless the offer contains a term for acceptance. Offers are valid for 30 days unless otherwise indicated. Marvia is only bound by the offer if the acceptance thereof by Client is confirmed in writing within 30 days unless stated otherwise. Unless Marvia agrees otherwise in writing, Client's acceptance must match the offer or quotation as delivered by Marvia to be effective.
3. The prices listed in offers and quotations are exclusive of sales or use taxes, VAT, and other levies of government, as well as any costs to be incurred under the Agreement, including shipping and handling costs, unless otherwise indicated.
4. A compound quotation does not oblige Marvia to perform part of the assignment at a corresponding part of the stated price.
5. Offers or quotations only apply to the stated scope of work, and shall not be interpreted to apply to future assignments unless agreed in writing by the parties.
6. During the term of an applicable Statement of Work, the Client may from time to time, purchase from Marvia additional exports for additional costs and fees as stated in the applicable SOW.

7. Marvia will provide Client with the templating and customer development services as agreed upon in the applicable SOW. The Client will pay for any additional templating or customer development services in excess of the agreed scope of work at the rates set forth in the applicable SOW.
8. Marvia will use commercially reasonable efforts to provide the support services in accordance with Marvia's support services policy. Support services shall be available to Client during the normal business hours up to a maximum of the included number of support services hours specified in the applicable SOW. The Client may purchase additional support services at the current rates.

Article 4 Performance of the Agreement

1. Marvia will perform the Agreement according to a reasonable and customary standard of workmanship for its industry.
2. Marvia may delegate any or all of its rights and obligations herein to third party sub-contractors and vendors.
3. Client shall ensure that Marvia promptly and timely receives any and all information and materials necessary, as indicated by Marvia, to perform the Agreement. If Client does not so provide necessary information to Marvia, Marvia reserves the right to suspend the performance of the Agreement or charge Client additional fees for the resulting delay in performance at the rate stated in the applicable SOW. Client is solely responsible for the accuracy, correctness and completeness of all such information, and Marvia is not and shall not be responsible nor liable in any manner for any outcome arising from incorrect or incomplete information provided by Client to Marvia.
4. If Client and Marvia agree that Marvia (or its third-party vendors) will perform any portion of the Agreement at Client's premises, Client shall

provide Marvia with access to and reasonable accommodation at the Client's premises.

Article 5 Term; Amendments

1. This Agreement commences on the date accepted by the Client and continues until terminated by either party as permitted herein.
2. Each Statement of Work follows the term set forth in such Statement of Work, unless no term is stated therein, in which case the term of such Statement of Work follows the term of this Agreement. Performance milestones, if any, are as stated in the applicable Statement of Work.
3. This Agreement may not be modified or amended, except in a writing signed by authorized representatives of both parties hereto.
4. If the Agreement is so modified or amended, the parties agree that the time of completion of the performance or the costs and fees may also be affected as determined by Marvia. Marvia shall promptly notify the Client in writing of discovery of any such changes to timing and/or cost and fees.
5. If the applicable Statement of Work was agreed to on a fixed fee basis, Marvia will indicate any change to such fixed fee as the result of the Agreement modification or amendment.

Article 6 License Grant

1. Marvia owns all rights, title, and interest, including all related intellectual property rights, in and to the Services, which includes without limitation (i) all of Marvia's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques,

designs and other tangible or intangible technical material or information) (ii) reports, advice, agreements, designs, sketches, drawings, software; and (iii) any and all improvements, maintenance, repairs, modifications or changes to the Services, whether or not developed or implemented in response to a Client request or to meet a specific need of Client ("Customizations"). No rights are granted to Client hereunder other than as expressly set forth herein or as otherwise expressly detailed in a specific Statement of Work.

2. Marvia hereby grants Client a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted by this Agreement) license to access and use the Services (including any Customizations thereto) for the purposes specified in the applicable Statement of Work ("License"). Client's rights under this section are non-transferable and non-sublicensable without Marvia's prior written consent. No rights are granted to Client other than as expressly set forth herein. Client shall promptly notify Marvia upon discovery of unauthorized access, use or disclosure of the Services or any component thereof by a third party.
3. Subject to this Agreement, Client hereby grants to Marvia: (i) a worldwide, non-exclusive, royalty-free license during the term of this Agreement to use, reproduce, store, archive, and index Client Data for the purpose of Marvia providing the Services to Client, developing Customizations, and for Marvia's internal business purposes. Subject only to the limited license expressly granted in this paragraph, Marvia acquires no right, title, or interest from Client in or to Client Data, including any intellectual property rights therein.
4. In the event that Client requests that Marvia develop and deliver custom content or deliverables as part of the Services pursuant to a SOW ("Custom Content"), and Marvia agrees to such request, the parties agree that any such Custom Content shall be considered "work made for hire" as defined in 17 U.S.C. Section 101 or was otherwise intended by the

parties hereto to be solely and exclusively owned by Client upon payment in full by Client to Marvia for the agreed-to fees for such Custom Content pursuant to the applicable SOW. In the event that any Custom Content does not qualify as a work made for hire, or Marvia has otherwise acquired rights in such Custom Content, Marvia hereby irrevocably assigns and agrees to assign, without additional consideration, all right, title, and interest in and to all such Custom Content to Client. Title to Custom Content, and all related risks related thereto, shall pass to Client at the time of delivery.

5. The License to use the Services set forth in paragraph 2 of this article does not include the right to: (i) sell, provide access to, resell, distribute or sublicense the Services to a third party except as expressly authorized in this Agreement or an SOW; (ii) use the Services to provide any product or service to a third party in any manner not anticipated by this Agreement; (iii) use the Services to develop a similar or competing product or service; (iv) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only with prior notice to Marvia); (v) modify or create derivative works of the Services in violation of state and federal intellectual property laws; (vi) copy any element of the Services; or (vii) remove, obscure or modify in any way any proprietary or other notices or attributions in the Services.

Article 7 Client License

1. Marvia provides the Services as a multiple seat license for Client use ("Client License") through which Client may authorize individual users to access, download, install, or use the Services (each an "Authorized User"). Client may use the Services specified in the applicable SOW to allow

download, installation, access, and use of such Services on the number of devices and for the term set forth in the applicable SOW.

2. Client may not permit a greater number Authorized Users to install or use the Services than the number of seats or above the access limit specified in the applicable Statement of Work. Shared and simultaneous use of the same seat by multiple Authorized Users is not permitted. Multiple individual users using a shared single email address will be treated as multiple authorized users.
3. The Client may, at its option, purchase additional seats or increase Client's Service access limits to accommodate additional authorized users at the price stated in the applicable SOW. Marvia shall invoice Client for additional fees and costs for additional seats or access limit increase and such amount is due and payable as stated on the invoice. If such additional fees and costs are incurred by Client part way through the initial term or any renewal period (as applicable), Marvia will carry out a true-up exercise and invoice the customer accordingly.

Article 8 Fees

1. Client agrees to pay the costs and fees for the Services as set forth in the applicable Statement of Work or as otherwise agreed by the parties in writing.
2. Marvia provides some Services on a fixed fee basis, while other fees for other Services are calculated on the basis of hours actually spent performing the Services according to Marvia's hourly rates. The fee(s) for specific Services are set forth in the applicable Statement of Work or as otherwise agreed by the parties in writing.
3. Fees and any cost estimates are exclusive of sales or use taxes, VAT, or other levies of government.

4. Pricing, fees (fixed or hourly), and costs for Statements of Work performed for a period exceeding three months are subject to periodic change at Marvia's sole discretion.
5. Marvia reserves the right to adjust fees if: (i) Marvia experiences an increase in prices or costs (e.g., rates or wage increases) in the period between the date of offer or quotation and the date of delivery; (ii) Client requests a change to the scope of work changes from what is stated in the applicable SOW; or (iii) the scope of work was inaccurately estimated by any party other than Marvia. In any such case, Marvia will inform the Client of the fee adjustment amount and date to take effect.

Article 9 Payment

1. Payments are due within 30 days of the invoice date, along with any sales and use taxes, VAT or other government levies. Fees are stated and payable in United States Dollars unless otherwise stated by Marvia.
2. If the Client fails to pay an invoice by the due date, the Client is in default by operation of law. If any payment is not received within 30 days after the due date, Marvia may charge Client a late fee of \$50 and Marvia may assess interest at the rate of 1.5% of the outstanding balance per month (18% per year), or the maximum rate permitted by law, whichever is lower, from 30 days after the due date until the date paid. .
3. If Client's unpaid fees are referred to an attorney or collections agency Client shall pay all reasonable attorney's fees or collections agency fees. Returning Customers must pay any unpaid balance, including any late fees, before receiving Services.
4. In case of liquidation, bankruptcy, attachment, or suspension of payment of the Client, the claims of Marvia on the Client immediately due and

payable.

Article 10 Deliverables; Objections

1. Marvia shall deliver the Services as set forth in the applicable SOW. Upon delivery of the Services in whole or in part, Client shall promptly review and evaluate the delivered Services to determine whether it meets the applicable requirements in the SOW (the "Deliverable Requirements").
2. If Client believes that the delivered Services do not comply with the Deliverable Requirements, Client shall promptly, in no case more than 14 days following delivery, notify Marvia in writing of Client's discovery an objection to the delivered Services (an "Objection Notice"). The Objection Notice must be as detailed as possible stating the reasons for the objection so that Marvia may respond adequately.
3. If Marvia determines, in its sole discretion, that the objection is well-founded, Marvia will attempt to modify the delivered Services so as to comply with the applicable Deliverable Requirements and continue to perform this Agreement and the applicable Statement of Work.
4. If it is no longer possible or useful for Marvia to perform the agreed scope of work, Marvia will only be liable within the limits of Article 13.

Article 11 Termination

1. Either party may terminate this Agreement or a specific Statement of Work pursuant to the terms and conditions herein by notifying the other party in writing in writing of such termination.
2. If Client terminates the Agreement prior to the conclusion of any Statement of Work, Client shall pay Marvia an early termination fee in an

amount equal to all costs incurred by Marvia (e.g., wages, materials, fees, or other costs) in the performance of such Statement of Work up to the date of termination that are not yet paid by Client at the time of termination. Additionally, the Client shall be obliged to pay all invoices for the work performed by Marvia up to and including the date of termination. Any Custom Content completed as of the date of termination shall convey to Client upon receipt of payment by Marvia as required by this paragraph.

3. If Marvia terminates the Agreement without cause prior to the conclusion of any Statement of Work, Marvia shall use commercially reasonable efforts to ensure that work remaining to be performed is transferred to third parties for continuation unless facts or circumstances underlying the termination make such assistance to Client impractical. If the transfer of the work involves additional costs for Marvia, these will be charged to the Client.
4. Marvia reserves the right to immediately terminate this Agreement for cause or refuse to provide the Services to Client if: (i) Client breaches any of this Agreement; (ii) Client fails to pay any invoice on time; or (iii) Marvia determines, in its sole discretion, that the Services are not appropriate for Client's business or purpose. The requirements of paragraph 2 of this article shall not apply to termination by Marvia pursuant to this paragraph.
5. On termination, Client's License hereunder shall expire and all fees and other amounts incurred hereunder are immediately due and payable to Marvia. Articles 6(1), 8, 12 through 20 and 22 shall survive termination.
6. If Marvia makes goods available to the Client as part of Marvia's performance of this Agreement, Client shall maintain such goods in their original condition and shall return such goods to Marvia within 14 days of the date of termination of this Agreement. Client shall pay Marvia the

replacement cost of any goods not so returned immediately upon written demand by Marvia.

7. Marvia reserves the right to terminate the Agreement immediately upon the occurrence of any event which makes it impossible for Marvia to fulfill the provisions of this Agreement.

Article 12 Disclaimer of Warranties

CLIENT USES THE SERVICES AT CLIENT'S OWN RISK. MARVIA MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SERVICES OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, TRUTH, ACCURACY OR COMPLETENESS OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MARVIA DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WITHIN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY MARVIA SHALL CREATE A WARRANTY WITHOUT A WRITING SIGNED BY MARVIA REFLECTING THE CREATION OF SUCH WARRANTY.

Article 13 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MARVIA BE LIABLE TO CLIENT OR ANY THIRD PARTY UNDER ANY THEORY OF LIABILITY - WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE),

AGENCY, WARRANTY, STATUTE, OR OTHERWISE - FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ANY LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, HOWEVER ARISING, EVEN IF MARVIA KNEW OR SHOULD HAVE KNOWN THAT THERE WAS A POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL MARVIA BE LIABLE TO CLIENT FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE AGGREGATE OF THE FEES PAID BY CLIENT TO MARVIA FOR SERVICES DURING THE THREE MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY OR, IF NO FEES WERE PAID DURING SUCH THREE-MONTH PERIOD, ONE THOUSAND US DOLLARS (\$1000), IN EACH CASE, WHETHER OR NOT MARVIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Article 14 Indemnities

CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD MARVIA, MARVIA'S SUBSIDIARIES AND MARVIA'S AFFILIATES, AND THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, AGENTS, PARTNERS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY DIRECT OR THIRD- PARTY CLAIMS, LOSSES, LIABILITIES, COSTS, EXPENSES, DAMAGES, OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES DUE TO, RELATING TO, OR ARISING OUT OF (I) CLIENT'S ACCESS TO OR USE OF THE SERVICES IN VIOLATION OF MARVIA'S TERMS; (II) MARVIA'S PROVISION OF THE SERVICES; (III) CLIENT'S USER GENERATED MATERIAL; (IV) CLIENT'S BREACH OR ALLEGED BREACH OF ANY REPRESENTATIONS OR WARRANTIES MADE BY CLIENT HEREUNDER OR CLIENT'S VIOLATION OF ANY OTHER PROVISION OF THESE TERMS; OR (V) CLIENT'S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, MARVIA MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS WHEN DEFENDING AGAINST DIRECT OR THIRD-PARTY CLAIMS OR

DEMANDS, AND CLIENT MUST (A) REIMBURSE MARVIA FOR ITS COSTS AND ATTORNEYS' FEES IMMEDIATELY UPON REQUEST AS THEY ARE INCURRED, AND (B) REMAIN RESPONSIBLE TO MARVIA FOR ANY LOSS, LIABILITY, COST, EXPENSE, CLAIM, DAMAGES, OR DEMAND IDENTIFIED IN THIS SECTION.

Article 15 Force majeure

In no event shall Marvia be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Marvia shall use reasonable efforts which are consistent with accepted practices in the software industry to resume performance as soon as practicable under the circumstances.

Article 16 Confidentiality

1. Both parties are required to maintain the confidentiality of all confidential information that they provide under have obtained their agreement from each other or from another source. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
2. If, on the basis of a legal provision or a court decision, Marvia is obliged Confidential information to third parties designated by law or competent court and Marvia cannot invoke a statutory or competent authority in this regard judge recognized or permitted right of refusal, user is not obliged to compensation or compensation and the other party is not entitled to

dissolve the agreement on the ground of any damage caused by this.

Article 17 Non-Solicitation

During the period commencing on the Effective Date and ending one year following termination of the Agreement, the Client shall not, without Marvia's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of Marvia; or (ii) hire, on behalf of Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Marvia. During the period commencing on the date hereof through and ending one year following the Termination Date, the Company will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of Marvia with, or endeavor to entice away from the Marvia, any person who during the term of the Agreement is, or during the preceding one-year period, was a customer, investor, contractor, or affiliate of Marvia.

Article 18 Dispute Resolution

1. Client agrees that any dispute, controversy or claim between Client and Marvia arising out of or relating to: (i) this Agreement, or the breach thereof; (ii) Marvia's provision of the Services; (iii) Client's access to or use of the Services; or (iv) any alleged violation of any federal, state, or local law, statute, or ordinance (each such dispute, controversy or claim, a "Dispute") will be governed by the arbitration procedure outlined below.
2. Marvia wants to address Client concerns without the necessity of a formal legal case. Before filing a claim against Marvia, Client shall attempt to resolve the Dispute informally by contacting Marvia by email. Marvia will contact Client by email as part of a good faith effort to resolve the

Dispute informally. If a Dispute is not resolved within 30 days after submission, Client or Marvia may bring a formal proceeding.

3. Client and Marvia each agree to resolve any Disputes through final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in New York, New York, United States, or any other location Marvia agree to. The AAA rules will govern payment of all arbitration fees. Notwithstanding the foregoing, either Client or Marvia may assert claims, if they qualify, in small claims court in New York, New York or any United States county where Client is physically located. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of Marvia's Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.
4. Client may only resolve Disputes with Marvia on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under this Agreement.
5. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Client's use of the Services must be filed within one (1) year after such claim or cause of action arose, or else that claim, or cause of action will be barred forever.

Article 19 Applicable law

Except as otherwise required by applicable law, this Agreement and the resolution of any Disputes shall be governed by and construed in accordance

with the laws of the State of New York, the Federal Arbitration Act, and applicable U.S. federal law, as applicable, in each case without regard to its conflict of laws principles. Except as otherwise required by applicable law, if the agreement to arbitrate is found not to apply to Client or its claim, the parties agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts in New York, New York, and Client and Marvia each agree to waive the right to a jury trial.

Article 20 Restrictions

1. The Client shall not violate or attempt to violate Marvia's security features, such as by: (i) accessing data not intended for Client or logging onto a server or an account which Client is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless Marvia expressly authorizes it in writing; (iii) attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Services, overloading, "flooding," "spamming," "mail bombing" or "crashing"; or (iv) sending unsolicited email, including promotions and/or advertising of products or services forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.
2. Client hereby agrees not to use any device, software, or routine to interfere or try to interfere with the proper working of the Services or any activity being conducted via the Services.
3. Client agrees not to use or try to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services other than the search engine and search agents that Marvia makes available via the Services and other than the generally available third-party web browsers.

4. If Client violates Marvia system or network security, Client may face civil or criminal liability. Marvia will investigate occurrences that may involve such violations. Marvia may involve or cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Article 21 Promotion

The supplier may utilize the customer's name and brand logo in digital and print advertising materials, including but not limited to its owned websites, newsletters and brochures. If the customer notifies the preference the supplier will agree to request prior permission.

Article 22 Miscellaneous

1. Client is solely responsible for ensuring that Client's use of the Services complies with laws and regulations applicable to Client wherever Client is located and/or operates its business. Access to Marvia's Services may not be legal by certain persons or in certain jurisdictions. The Services are void where prohibited.
2. The parties' relationship, as established by this Agreement, is solely that of independent contractors. These Terms do not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can direct and control the day-to-day activities of the other, or assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.
3. Client may not assign, delegate, or transfer this Agreement, by operation of law or otherwise, without Marvia's prior written consent, but Marvia may freely assign or transfer this Agreement without restriction. Any attempt by Client to assign or transfer this Agreement, without such consent, will be

null. Notwithstanding the foregoing, either Party may, without consent, assign this Agreement to any successor to all or substantially all its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors, and permitted assigns.

4. Except as otherwise stated herein, this Agreement and the agreements incorporated by reference herein constitute the entire and exclusive understanding and agreement between Marvia and y Client ou regarding the Services and supersede and replace any and all prior oral or written understandings or agreements between Marvia and Client regarding the Services.
5. Marvia reserves the right (but is not required) to remove or disable Client's access to Marvia's Services, disable any username, password, or other identifier, whether chosen by y Client ou or provided by us, or remove any Content, or Client's User Content at any time and without notice, and at Marvia's sole discretion, if Marvia determine that Client's use of Marvia's Services is in any way objectionable or in violation of this Agreement. Certain violations of this Agreement, as determined by Marvia, may result in immediate termination of Client's access to the Services without prior notice to Client. Marvia reserves the right to investigate violations of this Agreement and any conduct that affects Marvia's Services, and in response may take any action Marvia may deem appropriate.
6. Marvia's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. Except as expressly set forth herein, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable,

that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

7. Any notices or other communications provided by Marvia under this Agreement, including those regarding modifications to this Agreement, will be given via email to Client's email address on Client's account or by posting to the Services. Notices from Client to Marvia will be given via email or to the mailing address posted on the Services. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Article 23

Agreement, including those regarding modifications to this Agreement, will be given via email to Client's email address on Client's account or by posting to the Services. Notices from Client to Marvia will be given via email or to the mailing address posted on the Services. For notices made by email, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Article 24 Use of AI and Data Protection

1. Marvia may use generative AI technologies in the delivery of its services, solely to support internal processes such as content creation, communication, and analysis. Confidential customer data will not be processed through public AI models without prior consent.
2. Only pre-approved AI tools are used within Marvia. AI-generated output is reviewed before external sharing. No personal or confidential customer data is entered into AI systems without explicit consent or appropriate contractual safeguards.