

TERMS AND CONDITIONS (TERMS OF SERVICE)

Last Updated: January 20, 2026

Effective Date: January 20, 2026

These Terms and Conditions ("Terms," "Terms of Service," or "Agreement") constitute a legally binding agreement between you ("you," "your," "User," or "Customer") and M Squared Prime, LLC, a Texas limited liability company ("M² Prime," "Company," "we," "us," or "our"), governing your access to and use of MiiPrime.com, M2Prime.com, M²Prime.com, and all associated websites, mobile applications, desktop applications, software, APIs, tools, content, products, and services (collectively, the "Site" or "Services").

BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, OR CLICKING "I ACCEPT" OR "I AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE USE OF THE SERVICES.

1. ACCEPTANCE OF TERMS

1.1 Binding Agreement

By accessing or using the Services, you enter into a binding legal contract with M² Prime and agree to comply with these Terms, our [Privacy Policy], [Legal Disclaimer], and all other policies, guidelines, or rules posted on the Site (collectively, "Policies").

1.2 Amendments

We reserve the right to modify, amend, or update these Terms at any time in our sole discretion. Material changes will be effective upon posting on the Site with an updated "Last Updated" date or, where required by law, upon your affirmative consent. Your continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

1.3 Additional Terms

Certain features, products, or services may be subject to additional terms, conditions, guidelines, or rules ("Additional Terms"). In the event of a conflict between these Terms and Additional Terms, the Additional Terms shall control with respect to that specific feature, product, or service.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 Age Requirements

You must be at least:

- **18 years of age** in the United States and most jurisdictions, OR
- The **age of majority** in your jurisdiction (if higher than 18)

to use the Services. If you are under the required age, you may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

2.2 Legal Capacity

By using the Services, you represent and warrant that:

- You have the legal capacity and authority to enter into this Agreement
- You are not prohibited by law from accessing or using the Services
- You will comply with all applicable local, state, national, and international laws and regulations

2.3 Account Creation

To access certain features, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your password and account credentials confidential
- Immediately notify us of any unauthorized use or security breach at info@miiprime.com
- Accept responsibility for all activities that occur under your account

2.4 Account Security

You are solely responsible for maintaining the security of your account. M² Prime is not liable for any loss or damage arising from your failure to protect your account credentials.

2.5 Account Termination by User

You may terminate your account at any time by contacting us at info@miiprime.com or using the account deletion feature (if available). Termination does not relieve you of obligations incurred prior to termination.

2.6 Account Suspension or Termination by M² Prime

We reserve the right to suspend, restrict, or terminate your account or access to the Services at any time, with or without notice, for any reason, including but not limited to:

- Violation of these Terms or any applicable law
 - Fraudulent, abusive, or illegal activity
 - Non-payment of fees
 - Extended inactivity
 - Protecting the rights, property, or safety of M² Prime, other users, or the public
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3. SCOPE OF SERVICES

3.1 Description

M² Prime provides [describe services: digital tools, educational resources, software platforms, consulting services, e-commerce marketplace, etc.] as further described on the Site.

3.2 Modifications to Services

We reserve the right to:

- Modify, suspend, or discontinue any aspect of the Services at any time
- Change features, functionality, or content
- Introduce new products or services
- Remove or restrict access to certain features or content

Such changes may be made with or without notice. We are not liable for any modification, suspension, or discontinuation of the Services.

3.3 Third-Party Services

The Services may integrate with or link to third-party platforms, applications, or services (e.g., payment processors, analytics providers, social media platforms). Your use of third-party services is subject to their own terms and policies, which you should review. We are not responsible for third-party services.

4. USER CONDUCT AND PROHIBITED USES

4.1 Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

A. Legal and Regulatory Violations

- Violate any local, state, national, or international law, regulation, or ordinance
- Engage in any activity that infringes or violates the intellectual property rights, privacy rights, publicity rights, or other legal rights of others
- Transmit or facilitate the transmission of unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially or ethnically offensive, or otherwise objectionable content

B. Fraud and Misrepresentation

- Impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity
- Forge headers, manipulate identifiers, or otherwise disguise the origin of any content
- Engage in fraudulent transactions, payment disputes, chargebacks without legitimate cause, or money laundering
- Use stolen or unauthorized payment methods
- Create or use fake, duplicate, or multiple accounts to abuse Services or evade restrictions

C. Security and Technical Violations

- Attempt to gain unauthorized access to any portion of the Services, systems, networks, servers, or databases
- Probe, scan, or test the vulnerability of the Services or any network or system
- Breach, circumvent, or attempt to bypass security measures, authentication mechanisms, or access controls
- Introduce, upload, or transmit viruses, malware, ransomware, Trojan horses, worms, spyware, or any other malicious code
- Engage in denial-of-service attacks, distributed denial-of-service attacks, or similar disruptive activities
- Use any automated means (bots, scrapers, spiders, crawlers, robots) to access the Services without express written permission
- Reverse engineer, decompile, disassemble, or attempt to derive source code from the Services

D. Interference and Disruption

- Interfere with, disrupt, or impose an unreasonable burden on the Services, servers, or networks
- Use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other user's ability to use the Services
- Send spam, unsolicited communications, chain letters, pyramid schemes, or other forms of mass messaging
- Harvest, collect, or store personal information about other users without consent

E. Misuse of Content and Features

- Copy, reproduce, distribute, publicly display, modify, create derivative works from, sell, or exploit any content or features of the Services except as expressly permitted
- Use the Services to develop, train, or improve competing products or services
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices
- Frame, mirror, or create a browser or border around the Services without authorization

F. Commercial Misuse

- Use the Services for any unauthorized commercial purpose without a written commercial license
- Resell, redistribute, sublicense, or otherwise make the Services available to third parties without permission
- Use the Services to advertise or promote products or services not affiliated with M² Prime without authorization

4.2 Enforcement

Violation of these Terms may result in:

- Immediate suspension or termination of your account or access
- Removal of content or features
- Legal action, including seeking injunctive relief or monetary damages
- Reporting to law enforcement or regulatory authorities

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership

All content, features, functionality, software, code, designs, graphics, logos, trademarks, service marks, trade names, text, images, photographs, videos, audio, data compilations, and other materials on the Services (collectively, "Proprietary Content") are owned by M² Prime, its licensors, or other content providers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

5.2 Limited License

Subject to your compliance with these Terms, M² Prime grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- Access and use the Services for personal, non-commercial purposes
- Download, print, or save content solely for your own personal use (where explicitly permitted)

This license does not include any right to:

- Modify, copy, distribute, transmit, display, reproduce, publish, license, or create derivative works from Proprietary Content
- Use Proprietary Content for commercial purposes without a separate written agreement
- Decompile, reverse engineer, or disassemble software or attempt to extract source code

5.3 Trademarks

"M² Prime," "M2Prime," "MiiPrime," and associated logos, graphics, and service marks are trademarks or registered trademarks of M Squared Prime, LLC. All other trademarks, service marks, and logos appearing on the Services are the property of their respective owners. No trademark license or right is granted by implication, estoppel, or otherwise.

5.4 User-Generated Content

If you submit, post, upload, or otherwise provide content to the Services (including text, images, videos, comments, reviews, feedback, or suggestions) ("User Content"), you grant M² Prime a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to:

- Use, reproduce, modify, adapt, publish, translate, distribute, publicly display, publicly perform, and create derivative works from your User Content
- Incorporate User Content into other works in any format or medium now known or later developed
- Use your name, likeness, voice, or persona in connection with User Content (where you have provided identifying information)

You represent and warrant that:

- You own or have the necessary rights, licenses, and permissions to grant the above license
- Your User Content does not infringe any third-party intellectual property, privacy, publicity, or other rights
- Your User Content complies with these Terms and applicable laws

We reserve the right to remove, edit, or disable User Content at any time without notice for any reason, including violation of these Terms.

5.5 Feedback

If you provide feedback, suggestions, ideas, or recommendations regarding the Services ("Feedback"), you grant M² Prime an unrestricted, perpetual, irrevocable, worldwide, royalty-free right to use, modify, and commercialize such Feedback without compensation or attribution to you.

5.6 Digital Millennium Copyright Act (DMCA) Notice

We respect intellectual property rights and respond to valid DMCA takedown notices. If you believe your copyrighted work has been infringed, submit a notice to our designated Copyright Agent at:

M Squared Prime, LLC
Attn: DMCA Copyright Agent
Email: Legal@miiprime.com

Your notice must include:

- Identification of the copyrighted work claimed to be infringed
- Identification of the infringing material and its location on the Services (URL)
- Your contact information (name, address, phone number, email)
- A statement that you have a good faith belief that the use is not authorized
- A statement, under penalty of perjury, that the information is accurate and you are authorized to act on behalf of the copyright owner
- Your physical or electronic signature

We may terminate accounts of repeat infringers in appropriate circumstances.

6. PAYMENT TERMS AND BILLING

6.1 Fees and Pricing

Certain features, products, or services may require payment of fees. All fees are stated in U.S. dollars (USD) unless otherwise specified and are exclusive of applicable taxes, duties, or other governmental charges.

Pricing:

- Prices are subject to change at any time without notice
- We reserve the right to modify, discontinue, or introduce new pricing plans
- Price changes do not affect existing subscriptions until the next renewal period unless otherwise required by law

6.2 Payment Methods

We accept payment via:

- Credit cards (Visa, Mastercard, American Express, Discover)
- Debit cards

- PayPal, Stripe, or other payment processors
- Bank transfers (ACH, wire transfers) for qualifying accounts
- Cryptocurrency (if available)

By providing payment information, you represent and warrant that:

- You are authorized to use the payment method
- The payment information is accurate and current
- You will promptly update payment information if it changes

6.3 Recurring Charges and Subscriptions

Subscription-based services automatically renew at the end of each billing period (monthly, annually, or as specified) unless canceled before the renewal date. You authorize M² Prime or its payment processor to charge your payment method automatically for each renewal period.

Auto-Renewal Notice:

- You will be charged on the renewal date unless you cancel your subscription before that date
- Subscription fees are non-refundable except as expressly stated in our Refund Policy
- You may cancel auto-renewal at any time through your account settings or by contacting info@miiprime.com

6.4 Taxes

You are responsible for all sales, use, value-added, goods and services, and other taxes or duties imposed by governmental authorities ("Taxes") based on your location or purchase. If we are required to collect or pay Taxes, they will be added to your invoice.

6.5 Late Payments and Delinquency

If payment is not received by the due date:

- We may suspend or restrict access to the Services until payment is received
- We reserve the right to charge late fees (up to 1.5% per month or the maximum rate permitted by law, whichever is less)
- We may engage collection agencies or pursue legal remedies to recover unpaid amounts
- You are responsible for all costs of collection, including reasonable attorneys' fees

6.6 Payment Disputes and Chargebacks

If you dispute a charge or initiate a chargeback:

- Contact us first at info@miiprime.com to resolve the issue
- Unjustified chargebacks may result in immediate account suspension or termination

- You are responsible for any chargeback fees, administrative costs, or penalties incurred
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7. REFUND POLICY

Our Refund Policy is incorporated into these Terms by reference. Please review our full [Refund Policy] for details on eligibility, procedures, and exceptions.

Summary:

- **Digital Products/Services:** Generally non-refundable once accessed or downloaded (subject to applicable law)
 - **Subscriptions:** Prorated refunds may be available upon cancellation in certain circumstances
 - **Physical Products:** Returns accepted within [X] days of delivery in original condition
 - **See Refund Policy** for complete details
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8. DISCLAIMERS AND WARRANTIES

8.1 "AS IS" and "AS AVAILABLE" Basis

THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, M² PRIME EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

8.2 Specific Disclaimers

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, M² PRIME DISCLAIMS:

- **MERCHANTABILITY:** Fitness for ordinary purposes
- **FITNESS FOR A PARTICULAR PURPOSE:** Suitability for your specific needs or uses
- **TITLE AND NON-INFRINGEMENT:** Ownership free from third-party claims
- **ACCURACY, COMPLETENESS, OR RELIABILITY:** Correctness, currency, or dependability of information
- **UNINTERRUPTED OR ERROR-FREE OPERATION:** Continuous availability or absence of defects
- **SECURITY:** Freedom from viruses, malware, unauthorized access, or data breaches
- **RESULTS OR OUTCOMES:** Achievement of any particular results from using the Services

8.3 Third-Party Content

We do not endorse, warrant, or assume responsibility for any third-party content, products, services, advertisements, or links accessible through the Services.

8.4 User Responsibility

You are solely responsible for:

- Evaluating the accuracy, completeness, and usefulness of all content and information
- Implementing adequate security measures to protect your data and devices
- Determining the suitability of the Services for your purposes
- Backing up your data and content

8.5 Professional Advice

THE SERVICES DO NOT PROVIDE PROFESSIONAL ADVICE (LEGAL, TAX, FINANCIAL, MEDICAL, OR OTHERWISE). CONSULT A QUALIFIED PROFESSIONAL FOR ADVICE SPECIFIC TO YOUR CIRCUMSTANCES.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL M² PRIME, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, LICENSORS, AFFILIATES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "M² PRIME PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:

- INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES
- LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOST DATA
- BUSINESS INTERRUPTION, DOWNTIME, OR LOSS OF USE
- COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES
- EMOTIONAL DISTRESS, REPUTATIONAL HARM, OR PERSONAL INJURY
- ANY OTHER COMMERCIAL, ECONOMIC, OR INTANGIBLE LOSSES

WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT M² PRIME PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF M² PRIME PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF:

- (A) THE TOTAL AMOUNT YOU PAID TO M² PRIME IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR
- (B) ONE HUNDRED DOLLARS (\$100.00 USD).

9.3 Basis of the Bargain

You acknowledge and agree that the limitations of liability set forth in this Section 9 are fundamental elements of the bargain between you and M² Prime, and that M² Prime would not provide the Services without these limitations.

9.4 Jurisdictional Variations

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, or certain other types of damages. In such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10. INDEMNIFICATION

10.1 Your Indemnity Obligation

You agree to indemnify, defend, and hold harmless M² Prime Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees, expert fees, and court costs), judgments, fines, and penalties arising out of or related to:

- Your use or misuse of the Services
- Your violation of these Terms or any applicable law, regulation, or ordinance
- Your infringement or violation of any intellectual property, privacy, publicity, or other rights of any third party
- Any User Content you submit, post, or transmit through the Services
- Your fraud, negligence, willful misconduct, or illegal activity
- Any claim that your User Content caused harm to a third party

10.2 Defense and Settlement

M² Prime reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with our defense of such claims. You may not settle any claim without our prior written consent.

10.3 Notice

You agree to promptly notify M² Prime of any claim for which you may be obligated to indemnify us.

11. DISPUTE RESOLUTION

11.1 Governing Law

These Terms, your use of the Services, and any disputes arising hereunder or related hereto (whether in contract, tort, statute, or otherwise) shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of laws principles.

11.2 Jurisdiction and Venue

You irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Travis County, Texas for any action, suit, or proceeding arising out of or related to these Terms or your use of the Services. You waive any objection to such venue based on inconvenient forum or any other basis.

11.3 Informal Dispute Resolution

Before initiating formal dispute resolution proceedings, you agree to contact M² Prime at info@miiprime.com to attempt to resolve the dispute informally. Provide a written description of the dispute, your contact information, and the relief sought. We will respond within thirty (30) days and make good faith efforts to resolve the matter.

11.4 Binding Arbitration

If the dispute is not resolved informally within thirty (30) days, either party may initiate binding arbitration. By agreeing to these Terms, **you waive your right to a trial by jury and your right to participate in a class action lawsuit or class-wide arbitration.**

Arbitration Agreement:

- Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Services shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

- The arbitration shall be conducted by a single neutral arbitrator.
- The arbitration shall take place in Austin, Texas, or remotely via videoconference as mutually agreed.
- The arbitrator shall apply the substantive law of the State of Texas.
- The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.
- Each party shall bear its own costs and attorneys' fees unless the arbitrator awards otherwise.
- Discovery shall be limited as determined by the arbitrator to ensure efficient resolution.

Exceptions:

- Either party may seek injunctive or equitable relief in court to protect intellectual property rights, confidential information, or to prevent irreparable harm.
- Small claims court actions may be filed if they fall within the court's jurisdiction and remain in small claims court.

11.5 Class Action Waiver

YOU AND M² PRIME AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. You may not bring claims as a plaintiff or class member in any purported class, representative, or collective proceeding. The arbitrator may not consolidate claims of multiple persons or preside over any form of class, representative, or collective proceeding.

11.6 Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND M² PRIME WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES.

11.7 Opt-Out of Arbitration

You may opt out of the arbitration agreement within thirty (30) days of first accepting these Terms by sending written notice to info@miiprime.com with "Arbitration Opt-Out" in the subject line and including your name, address, and account email. If you opt out, all other provisions of these Terms remain in effect, but disputes will be resolved in court rather than arbitration.

11.8 Severability of Arbitration Provisions

If any portion of this Section 11 is found to be unenforceable, the remainder shall remain in full force and effect, except that if the Class Action Waiver is found unenforceable, this entire arbitration agreement shall be void, and disputes shall be resolved in court.

12. TERMINATION

12.1 Term

These Terms remain in effect for as long as you access or use the Services.

12.2 Termination by You

You may terminate your account and cease using the Services at any time by:

- Using the account deletion feature (if available)
- Contacting us at info@miiprime.com
- Discontinuing all use of the Services

12.3 Termination by M² Prime

We may suspend, restrict, or terminate your account or access to the Services immediately, with or without notice, for any reason or no reason, including but not limited to:

- Violation of these Terms or any applicable law
- Fraudulent, abusive, harmful, or illegal activity
- Non-payment of fees
- Extended inactivity
- Protecting the rights, property, or safety of M² Prime, other users, or the public
- At our sole discretion for any reason

12.4 Effect of Termination

Upon termination:

- Your right to access and use the Services immediately ceases
- We may delete your account, User Content, and data without liability
- You remain liable for all obligations incurred prior to termination, including unpaid fees
- Sections that by their nature should survive termination shall survive, including Sections 5 (Intellectual Property), 8 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), 11 (Dispute Resolution), and any other provisions intended to survive

12.5 No Refunds Upon Termination

Termination or suspension of your account does not entitle you to a refund of any fees paid, except as expressly provided in our Refund Policy or required by law.

13. PRIVACY AND DATA PROTECTION

Your privacy is important to us. Our collection, use, and disclosure of your personal information is governed by our [Privacy Policy], which is incorporated into these Terms by reference. By using the Services, you consent to the practices described in our Privacy Policy.

Key Points:

- We collect personal information as described in our Privacy Policy
 - We use cookies and tracking technologies
 - We may share information with service providers, affiliates, and as required by law
 - You have rights under applicable privacy laws (GDPR, CCPA, etc.)
 - Review our full Privacy Policy for details
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14. ELECTRONIC COMMUNICATIONS

14.1 Consent to Electronic Communications

By using the Services, you consent to receive electronic communications from M² Prime, including:

- Transactional messages (order confirmations, account notifications, password resets)
- Service-related announcements (outages, updates, policy changes)
- Marketing communications (promotional emails, newsletters) (if you opt in)

Electronic communications may be sent to the email address or phone number you provide.

14.2 Withdrawal of Consent

You may opt out of marketing emails by clicking "Unsubscribe" at the bottom of any email or by contacting info@miiprime.com. You may opt out of SMS messages by replying "STOP."

Opt-outs do not apply to transactional or service-related communications, which are necessary for the operation of your account.

14.3 Electronic Signatures and Records

You agree that:

- Electronic signatures, contracts, and records have the same legal effect as physical documents
- You consent to conducting transactions electronically
- You can access and retain electronic records

15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement

These Terms, together with our Privacy Policy, Legal Disclaimer, Refund Policy, and any Additional Terms, constitute the entire agreement between you and M² Prime concerning your use of the Services and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written.

15.2 Assignment

You may not assign, transfer, or delegate your rights or obligations under these Terms without our prior written consent. M² Prime may freely assign, transfer, or delegate its rights and obligations hereunder without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets. Any attempted assignment in violation of this section is void.

15.3 Severability

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the minimum extent necessary to make it enforceable while preserving the original intent.

15.4 Waiver

Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof. No single or partial exercise of any right shall preclude any other or further exercise of that right or any other right. No waiver shall be valid unless in writing and signed by an authorized representative of M² Prime.

15.5 Relationship of Parties

Nothing in these Terms creates, or shall be deemed to create, a partnership, joint venture, agency, employment, or franchise relationship between you and M² Prime. You have no authority to bind M² Prime or incur obligations on its behalf.

15.6 Force Majeure

M² Prime shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of government authorities, fire, floods, accidents, pandemics, strikes, labor disputes, or failures of the Internet, telecommunications, or hosting providers.

15.7 No Third-Party Beneficiaries

These Terms are for the sole benefit of you and M² Prime and do not create any third-party beneficiary rights, except that M² Prime Parties (as defined in Section 9) are intended third-party beneficiaries of the limitation of liability and indemnification provisions.

15.8 Notices

All notices, requests, or other communications required or permitted under these Terms shall be in writing and sent to:

M Squared Prime, LLC

Attn: Legal Department

Email: legal@miiprime.com

Notices to you may be sent to the email address or physical address associated with your account. You agree that electronic notices satisfy any legal requirement that communications be in writing.

15.9 Export Controls

The Services may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export and import control laws, including the Export Administration Regulations (EAR) and sanctions programs administered by the Office of Foreign Assets Control (OFAC). You represent that you are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. sanctions.

15.10 Government Users

If you are a U.S. federal, state, or local government entity, the Services are "Commercial Items" as defined in FAR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as used in FAR 12.212 and DFARS 227.7202. Use, reproduction, and disclosure are subject to the terms of these Terms.

15.11 Language

These Terms are drafted in English. If these Terms are translated into any other language, the English version shall control in the event of any conflict or discrepancy.

15.12 Section Headings

Section headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision.

15.13 Survival

Provisions that by their nature should survive termination of these Terms shall survive, including but not limited to Sections 5, 8, 9, 10, 11, 12.4, 13, and 15.

16. CALIFORNIA CONSUMER RIGHTS

If you are a California resident, you may have the following rights under California Civil Code Section 1789.3:

- The Services are provided by M Squared Prime, LLC, [Insert Address]
 - To file a complaint regarding the Services or to receive further information, contact us at info@miiprime.com or write to the address above
 - You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254
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17. CONTACT INFORMATION

If you have any questions, concerns, or comments regarding these Terms, please contact us at:

M Squared Prime, LLC

Attn: Legal Department

Email: legal@miiprime.com

Website: <https://www.miiprime.com>

18. ACKNOWLEDGMENT

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES.

These Terms and Conditions were last updated on January 20, 2026 and are effective as of January 20, 2026.