

Terms and Conditions

Last updated: 11/04/24

General Terms

By accessing and placing an order with Muyu App, you confirm that you agree to and are bound by the terms of service contained in the Terms and Conditions described below. These terms apply to the entire website and any email or other type of communication between you and Muyu App.

Under no circumstances shall the Muyu App team be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if the Muyu App team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair, or correction of equipment or data, you assume any costs thereof.

Muyu App will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the right to change prices and revise the resources usage policy at any moment.

Subscription

Muyu App grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the app strictly in accordance with the terms of this Agreement.

These Terms and Conditions are a contract between you and Muyu App (referred to in these Terms and Conditions as "Muyu App", "us", "we", or "our"), the provider of the Muyu App website and the Muyu App application and the services accessible from the Muyu App website and application (which are collectively referred to in these Terms and Conditions as the "Muyu App Service").

You agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Muyu App Service. In these Terms and Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms and Conditions, we reserve the right to cancel your account or block access to your account without notice.

Definitions and Key Terms

To help explain things as clearly as possible in these Terms and Conditions, every time any of these terms are referenced, they are strictly defined as:

- **Cookie:** a small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you, such as your language preference or login information.

- **Company:** when these terms mention "Company", "we", "us", or "our", it refers to Muyu Education SAS, (Address: Calle A, Intersection: N/A, Floor: 2, Reference: URBANIZACIÓN PRADOS DE TANDA), which is responsible for your information under these Terms and Conditions. Country: where Muyu App or the owners/founders of Muyu App are located, in this case, Ecuador.
- **Device:** any internet-connected device such as a phone, tablet, computer, or any other device that can be used to visit Muyu App and use the services.
- **Service:** refers to the service provided by Muyu App as described in the relative terms (if available) and on this platform.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Application:** the Muyu App application, refers to the SOFTWARE PRODUCT identified above.
- **You:** a person or entity that is registered with Muyu App to use the Services.

Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or commercially exploit the platform or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the platform.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Muyu App or its affiliates, partners, suppliers, or the licensors of the platform.

Return and Refund Policy

Thanks for shopping at Muyu App. We appreciate the fact that you like to buy the stuff we build. We also want to make sure you have a rewarding experience while you're exploring, evaluating, and purchasing our products.

As with any shopping experience, there are terms and conditions that apply to transactions at Muyu App. We'll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at Muyu App, you agree to the terms along with Muyu App's Privacy Policy.

If, for any reason, you are not completely satisfied with any good or service that we provide, don't hesitate to contact us and we will discuss any of the issues you are experiencing with our product.

Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to Muyu App with respect to the platform shall remain the sole and exclusive property of Muyu App.

Muyu App shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Your Consent

We have updated our Terms and Conditions to provide you with complete transparency into what is being set when you visit our site and how it is being used. By using our platform, registering an account, or making a purchase, you hereby consent to our Terms and Conditions.

Links to Other Websites

These Terms and Conditions apply only to the Services. The Services may contain links to other websites not operated or controlled by Muyu App. We are not responsible for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Terms and Conditions are no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

Cookies

Muyu App uses "Cookies" to identify the areas of our platform that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our platform but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the platform as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our platform correctly or at all. We never place Personally Identifiable Information in Cookies.

Changes to Our Terms and Conditions

You acknowledge and agree that Muyu App may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Muyu App's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Muyu App when you stop using the Service. You acknowledge and agree that if Muyu App disables access to your account, you may be prevented from accessing the Service, your account details, or any files or other materials which are contained in your account.

If we decide to change our Terms and Conditions, we will post those changes on this page, and/or update the Terms and Conditions modification date below.

Modifications to Our Platform

Muyu App reserves the right to modify, suspend, or discontinue, temporarily or permanently, the platform or any service to which it connects, with or without notice and without liability to you.

Updates to Our Platform

Muyu App may from time to time provide enhancements or improvements to the features/functionality of the platform, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the platform. You agree that Muyu App has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the platform to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the platform, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

We may display, include, or make available third-party content (including data, information, applications, and other products services) or provide links to third-party websites or services ("Third-Party Services"). You acknowledge and agree that Muyu App shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Muyu App does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or Muyu App. Muyu App may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from Muyu App, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the platform and all copies thereof from your computer. Upon termination of this Agreement, you shall cease all use of the platform and delete all copies of the platform from your computer. Termination of this Agreement will not limit any of Muyu App's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Copyright Infringement Notice

If you are a copyright owner or such owner's agent and believe any material on our platform constitutes an infringement of your copyright, please contact us and provide the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement

by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) a statement that the information in the notification is accurate, and, under penalty of perjury, you are authorized to act on behalf of the owner.

Indemnification

You agree to indemnify and hold Muyu App and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the platform; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The platform is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Muyu App, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the platform, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, Muyu App provides no warranty or undertaking, and makes no representation of any kind that the platform will meet your requirements, achieve any intended results, be compatible or work with any other software, platforms, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Muyu App nor any Muyu App's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the platform, or the information, content, and materials or products included thereon; (ii) that the platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the platform; or (iv) that the platform, its servers, the content, or e-mails sent from or on behalf of Muyu App are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Muyu App and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the platform.

To the maximum extent permitted by applicable law, in no event shall Muyu App or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the platform, third-party software and/or third-party hardware used with the platform, or otherwise in connection with any provision of this Agreement), even if Muyu App or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by Muyu App on the Services, shall constitute the entire agreement between you and Muyu App concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Muyu App's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND MUYU APP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

Muyu App reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our platform after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Muyu App.

Entire Agreement

The Agreement constitutes the entire agreement between you and Muyu App regarding your use of the platform and supersedes all prior and contemporaneous written or oral agreements between you and Muyu App.

You may be subject to additional terms and conditions that apply when you use or purchase other Muyu App services, which Muyu App will provide to you at the time of such use or purchase.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Muyu App, its licensors, or other providers of such material and are protected by Ecuador and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded, or distributed in any way, in whole or in part, without the express prior written permission of Muyu App, unless and except as is expressly provided in these Terms and Conditions. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR MUYU APP'S INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action, or other controversy between you and Muyu App concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Notice of Dispute

In the event of a dispute, you or Muyu App must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: info@muyueducation.com. Muyu App will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and Muyu App will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Muyu App may commence arbitration.

Binding Arbitration

If you and Muyu App don't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Muyu App without any compensation or credit to you whatsoever. Muyu App and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Promotions

Muyu App may, from time to time, include contests, promotions, sweepstakes, or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age and geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions Rules.

Additional terms and conditions may apply to purchases of goods or services on or through the Services, which terms and conditions are made a part of this Agreement by this reference.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by an authorized representative of Muyu App. Muyu App will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Muyu App operates and controls the Muyu App Service from its offices in Ecuador. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Muyu App Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms and Conditions (which include and incorporate the Muyu App Privacy Policy) contain the entire understanding, and supersede all prior understandings, between you and Muyu App concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

Disclaimer

Muyu App is not responsible for any content, code, or any other imprecision. Muyu App does not provide warranties or guarantees.

In no event shall Muyu App be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Muyu App Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Muyu App is a distributor and not a publisher of the content supplied by third parties; as such, Muyu App exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability, or currency of any information, content, service, or merchandise provided through or accessible via the Muyu App Service. Without limiting the foregoing, Muyu App specifically disclaims all warranties and representations in any content transmitted on or in connection with the Muyu App Service or on sites that may appear as links on the Muyu App Service, or in the products provided as a part of, or otherwise in connection with, the Muyu App Service, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights. No oral advice or written information given by Muyu App or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Muyu App does not warrant that the Muyu App Service will be uninterrupted, uncorrupted, timely, or error-free.

Contact Us

Don't hesitate to contact us if you have any questions.

