

Terms of Use



As of April 28, 2023, this Terms of Use (this “TOU”) applies to the visitors of <https://mica.io> and its various domains, subdomains, and subpages (the “Website”), any Mica mobile application, payment terminal, or other application now existing or hereafter created (if applicable, an “App”), and any other services or features made available through the Website, App, or otherwise accessed by a visitor (each of the foregoing a “Service” and collectively, the “Services”), owned and operated by 1080 Network, Inc. dba Mica (“Mica,” “we,” or “us”). By visiting and/or using the Services, each user of the Services (each a “User”) agrees to the terms of this TOU.

Each User authorizes us to collect and/or receive such User’s information and is encouraged to read this TOU, and to use the information it contains to help make informed decisions. Mica has created this TOU to Inform Users of the information Mica collects, how Mica may use that information, and who Mica may share that information with, if at all. This TOU does not address the privacy practices of any third parties not owned or controlled by Mica.

1. ACCEPTANCE OF TERMS

1080 Network, Inc., d/b/a Mica (“Mica”) offers payment and transaction processing products and services to third-parties, including but not limited to retailers, banks, and discount providers, each of whom is a Mica Partner or Mica Member, as applicable (Mica Partner and Mica Member each a “Mica Participant”). Any access to or use of the Services through a Mica Participant is subject to the terms and conditions in this Terms of Use (“TOU”), which is entered into between Mica and the user of the Services through a Mica Participant (“you” or “User”). This TOU, together with any documents expressly incorporated by reference, also governs your access to and use of the Services..

IF YOU USE THE SERVICES IN ANY FORM, YOU ACCEPT AND AGREE TO BE BOUND BY AND ABIDE BY THIS TOU AND THE MICA PRIVACY POLICY, WHICH CAN BE FOUND [HERE](#) AND WHICH IS EXPRESSLY INCORPORATED HEREIN BY REFERENCE (THE “PRIVACY POLICY”). PLEASE READ THIS TOU AND THE PRIVACY POLICY CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT WANT TO AGREE TO THIS TOU OR THE PRIVACY POLICY, YOU MUST NOT ACCESS THE SERVICES.

You represent, warrant and covenant that you are:

- i. over eighteen (18) years of age, qualify as an emancipated minor entitled to the same rights as an adult pursuant to applicable law, or the age of majority in your jurisdiction;
- ii. of legal age to form a binding contract;

- iii. located in, and will only use the Services within, the country in which the Mica Participant is offering its services; and
- iv. not a person barred from using the Services under the laws of your country of residence or any other applicable jurisdiction.

2. GRANT OF RIGHTS

The Services are not for sale and shall remain Mica's sole property. All right, title, and interest, including any intellectual property rights under applicable law evidenced by or embodied in, attached, connected, and/or related to the Services, and any and all derivative works thereof are and shall remain owned solely by Mica or its licensors. This TOU does not convey to User any right or interest in or to the Services other than a limited, revocable (subject to the terms of any agreement between Mica and the Mica Participant) right to use the Services in accordance with the terms of this TOU and any agreement between you and the Mica Participant, and nothing herein constitutes a waiver of Mica's intellectual property rights under any law. Further, all right, title, and interest in any reports related to the Services is and shall remain owned solely by Mica or its licensors.

3. NO PROFESSIONAL ADVICE

The information contained in or made available through the Services, including, but not limited to, information generated through the Services, message boards (if applicable), in text files, in videos, or in chats, cannot replace or substitute for the advice or counsel of trained professionals in any field, including, but not limited to, financial or legal matters. Mica and its licensors, suppliers, employees, members, managers, and contractors make no representations or warranties concerning any action or application of information or preparation by any person following the information offered or provided within or through the Services. NEITHER MICA NOR ITS PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR ANY OF THEIR AFFILIATES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES THAT MAY RESULT FROM YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS, INJURY, ILLNESS, OR DEATH TO YOU OR ANYONE ELSE.

You are responsible and accountable for your decisions, actions, and results thereof, and by your use of the Services, you agree not to attempt to hold Mica or any of the foregoing parties liable for any such decisions, actions, or results, at any time, under any circumstances.

4. THIRD PARTY SOFTWARE

(a) Some components of the Services may be provided with or have incorporated into them third-party software ("Third-Party Software"), which may include software

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licensed under “open source” or other licenses approved by the Open-Source Initiative. Mica is not the author or owner of Third-Party Software, and this TOU does not govern access to, or use of, Third-Party Software. You acknowledge and agree that:

- i. Mica has no proprietary interest in any Third Party Software;
- ii. to the extent permitted by applicable law, any Third Party Software is provided “AS IS” with all faults; and
- iii. such Third-Party Software may be subject to separate license restrictions and obligations set forth in the respective license agreements related to such software.

(b) To the extent permitted by law or contract, Mica shall pass through to User and the Mica Participant the warranties for the Third-Party Software. Mica warrants that

- i. it has the right to license any Third-Party Software provided to the Mica Participant under this TOU;
- ii. to the best of Mica’s knowledge, the Third Party Software does not, and the use of the Third Party Software by User or the Mica Participant as contemplated by this TOU will not, infringe any intellectual property rights of any third party; and
- iii. User shall have no obligation to pay any third party any fees, royalties, or other payments for User’s use of any Third-Party Software in accordance with the terms of this TOU.

5. SUPPORT

Mica is not obligated to provide you any support for the Services, and the TOU does not entitle you to any support for the Services. All rights to support for the Services shall be governed by the agreement between you and the Mica Participant, if applicable.

6. PERSONAL INFORMATION

You acknowledge and agree that by accessing or using the Services, Mica may receive certain information about you, including personal information, and Mica may collect, use, disclose, store and process such information in compliance with all applicable data privacy laws. Such information may be received by Mica through the Mica Participant.

7. RESPONSIBILITY FOR CONTENT

(a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages,

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scripts, tags and other materials accessible through the Services, whether publicly posted or privately transmitted, ("Content"), are, as delivered to Mica or uploaded to the Services, the sole responsibility of the person from whom such Content originated. This means that you, and not Mica, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Services, as delivered to Mica or uploaded to the Services ("Your Content"), and other users of the Services, and not Mica, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Services ("User Content").

(b) You acknowledge and agree that Mica has no obligation to pre-screen Content (including Your Content and User Content), although Mica reserves the right in its sole discretion to pre-screen, refuse or remove any Content, provided that Mica will provide you with reasonable notice as required by applicable law. Without limiting the generality of the foregoing sentence, Mica shall have the right to remove any Content that violates the TOU.

(c) To the extent that you submit any Content, you represent and warrant that:

- i. you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and
- ii. Your Content does not violate any duty of confidentiality owed to another party, or the copyright, trademark, right of privacy, right of publicity or any other right of any other party.

8. RIGHTS TO CONTENT; CONFIDENTIALITY; PUBLICITY

(a) Mica does not claim and is not entitled to or otherwise granted ownership of Your Content. However, you grant Mica and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, revocable license to use Your Content solely as necessary to provide access to the Services to you (including any maintenance, calibration, diagnostic, and troubleshooting).

(b) For purposes of this Section 8, each party will be considered to be a "Disclosing Party" with respect to information that it discloses, and a "Recipient" with respect to information that it receives. For the purposes of this TOU, "Confidential Information" means all non-public information of Disclosing Party, its affiliates, or clients which is provided or made available to Recipient under this TOU, including, all of Your Content, pricing, methods, processes, sales or financial data, lists, apparatus, statistics, programs, research, developments, policies and procedures, business plans, forecasts, trade secrets, know-how, or other information related to Disclosing Party, affiliates, clients, and/or their respective past, present or future business activities, whether written, oral, recorded on tapes or in any other media or format that

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Disclosing Party designates confidential or which, by its nature or under the circumstances surrounding disclosure, ought to be treated as confidential.

(c) Without limiting the foregoing, Recipient shall regard and safeguard all Confidential Information as confidential, including safeguarding Confidential Information in accordance with Disclosing Party's security policies and safeguards, if made available and delivered at legal@mica.io or to Recipient, as applicable, and otherwise taking measures to protect the confidentiality of the Confidential Information which are no less protective than those measures Recipient uses to protect the confidentiality of its own confidential or proprietary information (including without limitation, measures with regard to access controls, encryption, risk management, etc.), and in all events at least consistent with industry best practices. Recipient shall not, and shall not permit any others to:

- i. use Confidential Information other than as set forth in the TOU or as necessary to provide or use the Services, without Disclosing Party's prior written approval;
- ii. disclose, sell, assign or provide Confidential Information to third parties without Disclosing Party's prior written approval and an agreement in writing from the third party to safeguard such Confidential Information in a manner consistent with Recipient's obligations under the TOU; or
- iii. commercially exploit any Confidential Information.

(d) Other than with respect to personal information, Recipient shall not have an obligation of confidentiality with respect to information that Recipient can conclusively establish:

- i. is already rightfully known to Recipient at the time of disclosure without restriction or breach of any agreement;
- ii. is obtained from a third party (other than Disclosing Party or affiliates) that has no obligation to keep such information confidential;
- iii. is public information or becomes public through no fault of the party to whom such information has been disclosed;
- iv. is independently developed by Recipient without the use of information received from (or on behalf of) Disclosing Party or affiliates; or
- v. is required to be disclosed by law or a valid court order (provided that Recipient shall promptly notify Disclosing Party of any such requirement prior to disclosure in order to afford Disclosing Party an opportunity to seek a protective order to prevent or limit disclosure, shall take all actions necessary to not disclose any Confidential Information that is not required to be disclosed to satisfy the legal or court-ordered requirement, and shall use commercially reasonable efforts to secure confidential treatment of any such information that is required to be disclosed.

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Upon the completion and/or termination of the Master Agreement or other applicable agreement between the Disclosing and Receiving Parties,, or sooner if so requested by Disclosing Party, Recipient will securely delete from its files, records, documents and other permanent archiving methods, all Confidential Information, and return or destroy (as directed by Disclosing Party) all copies of any materials containing any Confidential Information. Recipient will provide to Disclosing Party a written certification of its compliance with this provision.

(c) Except with respect to Your Content, you acknowledge and agree that, as between you and Mica, Mica owns all rights, title and interest (including all intellectual property rights) in the Services and all improvements, enhancements or modifications thereto, including all Content and other materials therein. The Services are protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Mica reserves all rights not expressly granted to you.

(d) Except with respect to Your Content and subject to the limited rights expressly granted to you in Section 2, you may not:

- i. use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Services;
- ii. reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Services;
- iii. frame or utilize any framing technique to enclose any Content;
- iv. access the Services for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Services, or any products or services offered by Mica;
- v. rent, lease, lend, sell or sublicense the Services or otherwise provide access to the Services as part of a service bureau or similar fee-for-service purpose;
- vi. remove or obscure any proprietary notice that appears within the Services; or
- vii. use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

9. USER CONDUCT

User hereby acknowledges and agrees to remain solely responsible and liable for any breach of this TOU; and to promptly notify Mica in writing if User becomes aware of unauthorized access or use of the Services.

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In connection with your access to or use of the Services, you shall not knowingly:

(a) upload, post, email, transmit or otherwise make available any Content that:

- i. is illegal;
- ii. may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement);
- iii. infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- iv. consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; or
- v. contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or
- vi. consists of information that you know or have reason to know is false.

(b) impersonate any person or entity, including Mica personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

(d) interfere with or disrupt the Services or servers or networks connected to the Services;

(e) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Services, or substantially download, reproduce or archive any portion of the Services;

(h) sell, share, transfer, trade, loan or exploit for any commercial purpose access to or functionality of the Services, including your user account and password registered with a Mica Participant; or

(i) violate any applicable local, state, provincial, federal or international law or regulation.

10. SUGGESTIONS

If you elect to provide or make available to Mica any suggestions, comments, ideas, improvements or other feedback relating to the Services ("Suggestions"), you hereby grant Mica a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt,

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create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you. Mica acknowledges and agrees that the Suggestions are provided by User as-is, without warranties of any kind, and any Suggestions used by Mica will be used at Mica's sole risk and liability.

11. DEALINGS WITH THIRD-PARTIES

(a) The Services, Mica Participants, or users of the Services, may provide links or other connections to other websites or resources. You acknowledge and agree that Mica does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Mica shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

(b) Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any property or services using the Services, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Mica shall not be liable for any damage or loss of any kind incurred as a result of any such dealings.

12. MODIFICATIONS TO THE SERVICES

Mica reserves the right to modify the Services or any product or service to which it connects. Mica may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services ("Updates").

13. INDEMNIFICATION

(a) You shall indemnify, defend and hold Mica and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Mica Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of a third party claim alleging that

- i. Your Content infringes or otherwise violates any intellectual property rights of such party; or
- ii. your illegal or fraudulent use of the Services.

14. DISCLAIMER OF WARRANTIES

(a) EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) EXCEPT AS SET FORTH HEREIN, MICA MAKES NO WARRANTY OR REPRESENTATION THAT:

- i. THE SERVICES WILL MEET YOUR REQUIREMENTS;
- ii. ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR
- iii. THE INFORMATION, CALCULATIONS AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE SERVICES IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL DATA AND RESULTS SUBMITTED TO OR OBTAINED FROM THE SERVICES BEFORE TAKING ANY ACTION BASED UPON SUCH DATA OR RESULTS, INCLUDING MAKING ANY PAYMENTS OR COLLECTING ANY AMOUNTS BASED THEREON.

15. LIMITATION OF LIABILITY

(a) EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER THIS TOU, FOR A BREACH OF EITHER PARTY’S CONFIDENTIALITY OR INFORMATION SECURITY OBLIGATIONS, OR FOR EITHER PARTY’S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (COLLECTIVELY, THE “EXCLUSIONS”) , NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES

ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. EXCEPT WITH RESPECT TO THE EXCLUSIONS, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES EXCEED THE GREATER OF SEVENTY FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$74,999.00) OR THE AMOUNT PAID BY YOU TO THE MICA PARTICIPANT FOR ACCESS TO THE SERVICES WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

(b) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. GOVERNING LAW

The TOU shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU. If the UCITA is enacted as part of the law of Delaware, it shall not govern any aspect of the TOU, any license granted hereunder, nor any of the parties' rights and obligations arising pursuant to the TOU. The TOU and the parties' rights and obligations hereunder shall be governed by the law as it existed prior to the enactment of the UCITA. Each party hereby irrevocably waives all rights to trial by jury in any legal proceeding arising out of or relating to the TOU.

17. DISPUTES; VENUE

In the event of any dispute arising out of the performance, breach, enforceability, interpretation, or validity of any provision of this TOU (each a "Dispute"), the parties will work together in good faith to resolve such Dispute promptly by negotiations between the parties in the normal course of business. If such good faith attempts do not resolve the Dispute, either party may give the other party written notice of such Dispute and request formal negotiations between the parties. Such written notice shall be sent to the other party via the applicable notice contact and shall include the details of the dispute and a specific description of the relief or remedy sought.

In the event the parties fail to resolve any remaining disputes following the parties' negotiation, including, without limitation, any claim that this TOU or any of its parts is invalid, illegal, or otherwise voidable or void, whether such dispute, claim, or

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controversy sounds in contract, tort, equity, or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance, or enforcement of the TOU, the parties agree such dispute, claim, or controversy shall be settled by and through an arbitration proceeding to be administered by the American Arbitration Association (or any like organization successor thereto) in Travis County, Texas, in accordance with the American Arbitration Association's Commercial Arbitration Rules (or rules of any like organization successor thereto). Each of the parties to this TOU hereby agrees and consents to such the exclusive venue of Travis County, Texas and waives any objection thereto. The arbitrability of any such dispute, claim, or controversy shall likewise be determined in such arbitration. Both the foregoing agreement of the parties to this TOU to arbitrate any and all such disputes, claims, and controversies and the results, determinations, findings, judgments, and/or awards rendered through any such arbitration shall be final and binding on the parties hereto. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The prevailing party shall be entitled to reasonable attorneys' fees and costs. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

18. LEGAL COMPLIANCE

You represent and warrant that you are not:

- a. located in a country that is subject to a U.S. Government embargo or designated by the U.S. Government as a "terrorist supporting" country; and
- b. listed in any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

19. NO THIRD-PARTY BENEFICIARIES

You agree that, except for Mica Parties, Mica Participants and as otherwise expressly provided in the TOU, there shall be no third-party beneficiaries to the TOU.

20. REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT; COUNTER NOTIFICATION PROCEDURES

Mica takes claims of copyright infringement seriously. Mica will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium

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Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow Mica to locate that material.
- Adequate information by which Mica can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Mica DMCA Agent
Pearce Shambach, LLC
Legal@mica.io

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

20.1. COUNTER NOTIFICATION PROCEDURES

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with Mica (a “Counter Notice”) by submitting written notification to our DMCA agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

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- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows Mica to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

22. GENERAL PROVISIONS

The TOU constitutes the entire agreement between you and Mica concerning your access to and use of the Services. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Mica with respect to such subject matter. The TOU may not be amended by you except in a writing executed by you and an authorized representative of Mica. For the purposes of the TOU, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under the TOU without the prior written consent of Mica. The failure of Mica to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU. Any prevention of or delay in performance by either party hereunder due to labor disputes of third parties, acts of god, pandemics (other than the conditions of COVID-19 as they exist upon the Effective Date), governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control and which it could not have prevented through the exercise of reasonable care and precautions ("Force Majeure Event") shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

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23. Changes to This Terms of Use

This TOU is effective as of the date stated at the top of this TOU. Mica may change this TOU from time to time in its sole discretion. Notice of any such changes will be posted on the Website or App. By accessing the Services after Mica makes any such changes to this TOU, Users are deemed to have accepted such changes. To the extent permitted by applicable law, Mica's use of the Information is governed by the TOU in effect at the time Mica collects the Information.

24. How to Contact Mica

Users that have a question about this Privacy Policy may contact Mica by email at privacy@mica.io with "Terms of Use" in the subject line, or mail to the following address:

Mica
Attention: Legal
15511 HWY 71 West St. 110
#241
Bee Cave, TX 78738
USA