

Effective Date: December 11, 2024

Last Updated: December 11, 2024

These Terms and Conditions (“Terms”) govern the subscription-based services (“Services”) provided by Maduxx Inc. (“We,” “Us,” or “Our”) to the subscribing entity or individual (“You” or “Client”). By subscribing to Our Services, You agree to these Terms in full. If You do not agree, please refrain from using Our Services.

1. General Terms

- 1.1 Service Provider: Maduxx Inc. is the provider of subscription-based visualization, rendering, and design services tailored to Your business needs.
- 1.2 Service Plans: Subscription tiers and included services are defined at the time of subscription. Plan details can be found on Our website or provided documentation.
- 1.3 Modification of Terms: We reserve the right to amend these Terms at any time. Updates will be communicated to You, and continued use of the Services constitutes acceptance of the revised Terms.

2. Scope of Services

- 2.1 Included Services: Deliverables are limited to the items specified in Your selected subscription plan. Requests beyond the plan’s scope may incur additional fees, which will be quoted and agreed upon before proceeding.
- 2.2 Unlimited Revisions: Revisions are limited to adjustments within the scope of the original request. Any significant changes, such as new designs, additional rooms, or alternate versions, will be treated as a new request.
- 2.3 Turnaround Times: We aim to deliver projects within the estimated timeframes stated in Your plan. Turnaround times are estimates and may vary depending on workload, clarity of instructions, or unforeseen circumstances.

3. Payment Terms

- 3.1 Billing and Renewal: Subscription fees are billed monthly, quarterly, or annually in advance, depending on Your plan. Subscriptions automatically renew unless canceled before the next billing cycle.
- 3.2 Refund Policy: Refunds are only available within 14 days of subscription activation, provided no services have been delivered. Refunds are not available for partially used subscription periods.
- 3.3 Currency and Taxes: All prices are in USD (unless specified otherwise). You are responsible for any applicable taxes, duties, or fees.

4. Ownership and Intellectual Property

- 4.1 Ownership of Deliverables: Upon payment in full, You are granted a non-exclusive, royalty-free license to use the final deliverables for Your personal or commercial purposes.
- 4.2 Exclusion of Source Files: Source files (e.g., .MAX, .FBX, .OBJ) are excluded unless specified in the subscription tier or purchased as an add-on.
- 4.3 Prohibited Uses: You may not sell, distribute, or otherwise modify the deliverables for purposes outside the project scope without Our prior written consent.

5. Client Responsibilities

- 5.1 Submission of Materials: You must provide all required materials, specifications, and references to ensure timely and accurate delivery. Incomplete submissions may result in delays.
- 5.2 Review and Approval: It is Your responsibility to review drafts and provide feedback promptly. Delayed feedback may affect delivery timelines.
- 5.3 Compliance: You must ensure that any content provided to Us does not violate copyright, trademark, or other third-party rights.

6. Service Limitations

- 6.1 Accuracy of Renderings: Renderings and models are based on the information provided by You. Maduxx Inc. is not liable for discrepancies between the deliverables and actual construction or implementation outcomes.
- 6.2 Technology Constraints: While We strive for photorealism, certain limitations may apply due to software, technology, or other factors beyond Our control.
- 6.3 Force Majeure: Maduxx Inc. is not responsible for delays or failures caused by events beyond Our control, including natural disasters, power outages, or internet disruptions.

7. Subscription Management

- 7.1 Plan Adjustments: Upgrades or downgrades to Your subscription plan can be made at any time and will take effect at the start of the next billing cycle.
- 7.2 Cancellation: You may cancel Your subscription at any time. Cancellation does not entitle You to refunds for the current billing period, but You will retain access until the end of the billing cycle.
- 7.3 Suspension or Termination: We reserve the right to suspend or terminate Your subscription for misuse, non-payment, or breach of these Terms.

8. Privacy and Confidentiality

- 8.1 Confidential Information: All materials and data provided by You will be treated as confidential and will not be shared with third parties without Your consent.
- 8.2 Data Retention: Project files and deliverables will be stored for [6 months/1 year] after delivery. Files may be archived or deleted thereafter unless otherwise agreed.
- 8.3 Privacy Policy: Your personal data will be handled in accordance with Our Privacy Policy, available at <https://maduxx.com/privacy-policy>

9. Dispute Resolution

- 9.1 Good Faith Negotiation: Any disputes will be addressed through good faith discussions between You and Us.
- 9.2 Governing Law: These Terms are governed by the laws of Ontario, Canada.
- 9.3 Arbitration Clause: Any disputes that cannot be resolved amicably will be submitted to binding arbitration as follows: For disputes arising solely within Canada, arbitration will be conducted under the Ontario Arbitration Act or through the ADR Institute of Canada (ADRIC), using its rules and appointing an arbitrator mutually agreed upon by both parties. For disputes involving international subscribers, arbitration will be conducted in accordance with the rules of the International Centre for Dispute Resolution (ICDR) or the International Chamber of Commerce (ICC), depending on the complexity and value of the claim. The selection of the organization will be determined based on mutual agreement or by default to ICDR if no agreement is reached. The arbitration proceedings will be held in Toronto, Ontario, Canada, unless otherwise agreed by the parties. The language of arbitration shall be English. Each party shall bear its own costs, with shared responsibility for arbitrator and administrative fees unless otherwise awarded by the arbitrator.

10. Additional Provisions

- 10.1 No Guarantees: We do not guarantee specific results from the use of Our Services.
- 10.2 Entire Agreement: These Terms represent the entire agreement between Maduxx Inc. and You, superseding any prior communications or agreements.
- 10.3 Severability: If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will remain in full force and effect.

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Contact Information

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

Maduxx Inc.
Email: sales@maduxx.com
Phone: (905) 660-3000
Website: maduxx.com