

The My Value App Terms and Conditions

1. Definitions
 - 1.1. "Party" shall refer to both "MY VALUE APPLICATIONS, LLC" ("MVA") and "SUBSCRIBER" interchangeably. And "Parties" shall refer to both MVA and SUBSCRIBER collectively.
 - 1.2. "Services" means those activities performed in the process of delivering the program described in this proposal.
 - 1.3. "Products" means any designed and developed outcome prepared for implementation used during delivery of this program. Products include but are not limited to courses, workbooks, facilitator manuals, and online learning.
 - 1.4. "Confidential Information" means any and all proprietary business information, whether from MVA or CLIENT, including any trade secret, including any and all proprietary business information of such party which the receiving party becomes aware of as a result of its access to and presence at the other party's facilities or through some other means arising out of the relationship between the parties.
2. Governing Law
 - 2.1. This agreement shall be governed by the laws of the State of Texas and the parties agree to submit disputes arising out of or in connection with this agreement under the laws of the State of Texas.
3. Services and Products Provided
 - 3.1. MVA provides access to The My Value App to active subscribers; subscribers who are current in their payment of the designated subscription fees.
 - 3.2. MVA may provide additional tools that can be downloaded by the subscriber.
 - 3.3. The My Value App, including its design, code, database strategy, look and feel and all other aspects are copyrighted. The My Value App is the intellectual property of MVA and may not be copied, extracted, or used in any way outside of the environment of The My Value App provided by MVA without the express permission of MVA.
4. Fees and Payments
 - 4.1. Fees will be charged as presented on the subscriber checkout pages.
 - 4.2. Access to The My Value App ends when the a subscription payment goes unpaid or on the next subscription renewal date after the subscriber has cancelled the subscription.
 - 4.3. When a subscriber cancels the app, the cancellation will finalize and the subscriber will lose access upon the date the next subscription payment is due and unpaid.
 - 4.4. MVA will not provide refunds for parts of a subscription, or the period of time between a request for cancellation and the date the next subscription payment is due and unpaid.
5. Confidentiality
 - 5.1. The subscriber is responsible for all data entered into The My Value App, including confidential information.
 - 5.2. The subscriber is requested not to enter company confidential information into The My Value App.
 - 5.3. Should the subscriber enter confidential information, the subscriber should not share that information beyond those allowed to view that confidential information.
6. Liability
 - 6.1. MVA services and products are delivered as-is, with no guarantee of results.
 - 6.2. The failure of either party to enforce its rights under this agreement at any time for any period shall not be construed as a waiver of such rights.
 - 6.3. Force majeure
 - 6.3.1. Neither party shall be liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least 7 days, the party not affected by such delay or failure shall be entitled to terminate this agreement by notice in writing to the other.
 - 6.4. Indemnification
 - 6.4.1. To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party and its affiliates, independent contractors, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, independent contractors, officers, agents, employees, and

permitted successors and assigns that occurs in connection with this agreement except as explicitly put forth in this agreement.

7. Severability

- 7.1. If any part of this agreement is found to be in violation of the laws of the State of Texas or the United States, then such part shall be considered severed from the remainder of the agreement. All other sections which are not severed shall remain in full force as though they constituted the entirety of the agreement.

My Value Applications, LLC, April 2026