**Terms of Service**

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# **Terms of Service**

These Terms of Service ("Terms") govern your access to and use of the MachinaFX website and services ("the Service"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

## 1. Use of the Service

1.1 **Eligibility**: You must be at least 18 years old and have the legal capacity to enter into a contract to use the Service. By accessing or using the Service, you represent and warrant that you meet these eligibility requirements.

1.2 **Account Registration**: In order to access certain features of the Service, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary to keep it accurate, current, and complete.

1.3 **Account Security**: You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

## 2. Fees and Payments

2.1 **Fees**: The Service may be subject to fees, which will be disclosed to you prior to your use of the Service. You agree to pay all fees associated with your use of the Service as set forth in the pricing terms provided to you.

2.2 **Payment Terms**: Payments for the Service are due and payable in accordance with the terms specified at the time of purchase. You agree to provide valid payment information and authorize us to charge your payment method for all applicable fees.

## 3. Intellectual Property

3.1 **Ownership**: All intellectual property rights in the Service, including but not limited to copyrights, trademarks, and trade secrets, are owned by MachinaFX or its licensors. You may not use, reproduce, distribute, or create derivative works based on the Service without our prior written consent.

## 4. Limitation of Liability

4.1 **Disclaimer of Warranties**: The Service is provided "as is" and "as available" without any warranties of any kind, express or implied. We do not warrant that the Service will be uninterrupted or error-free, or that any defects will be corrected.

4.2 **Limitation of Liability**: In no event shall MachinaFX be liable for any indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of the Service, whether based on contract, tort, strict liability, or any other legal theory.

## 5. Indemnification

You agree to indemnify and hold harmless MachinaFX, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your use of the Service or violation of these Terms.

## 6. Governing Law

These Terms shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of laws principles. Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of South Africa.

## 7. Changes to These Terms

We reserve the right to update or modify these Terms at any time without prior notice. If we make material changes to these Terms, we will notify you by posting the updated Terms on our website or by other means.

## 8. Contact Us

If you have any questions or concerns about these Terms, you may contact us at support@machinafx.com.