

Terms of Service

Welcome to MaxYield! These terms of service ("Terms") govern your use of MaxYield's pixel builder, analytics platform, and creative optimization suite (the "Services"). By using the Services, you agree to be bound by these Terms.

1. Definitions

"Account" means your account on MaxYield. "Content" means any text, images, videos, or other information that you upload, post, or otherwise make available through the Services. "Intellectual Property Rights" means all patent, copyright, trademark, trade secret, and other intellectual property rights of any kind.

"Services" means MaxYield's pixel builder, analytics platform, and creative optimization suite. "User" means any individual or entity that uses the Services.

2. Eligibility

To use the Services, you must be at least 18 years old and have the capacity to enter into a contract.

3. Grant of License

MaxYield grants you a non-exclusive, non-transferable, revocable license to use the Services. This license is limited to your personal and non-commercial use of the Services.

4. Your Content

You retain all ownership rights in your Content. However, by uploading, posting, or otherwise making available your Content through the Services, you grant MaxYield a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display your Content in connection with the Services.

5. MaxYield's Content

MaxYield owns all Intellectual Property Rights in the Services, including the Content that is displayed through the Services. You may not use MaxYield's

Content without MaxYield's prior written consent.

6. Restrictions

You may not:

- Use the Services for any illegal or unauthorized purpose.
- Use the Services to harm or injure any person or entity.
- Use the Services to violate any third-party right, including any Intellectual Property Right.
- Use the Services to spam, phish, or otherwise engage in any fraudulent or deceptive conduct.

7. Termination

MaxYield may terminate your access to the Services at any time for any reason, including if you violate these Terms.

8. Indemnification

You agree to indemnify and hold MaxYield harmless from any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Services.

9. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

10. Entire Agreement

These Terms constitute the entire agreement between you and MaxYield regarding the use of the Services. These Terms supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. Changes to these Terms

MaxYield may update these Terms from time to time. The most current version of

the Terms will be posted on the MaxYield website. By continuing to use the Services after any changes to these Terms, you agree to be bound by the new Terms.

12. Contact Us

If you have any questions about these Terms, please contact us at hello@maxyield.ai