

## Terms of Service for iAmcards NFC Business Card

These Terms of Service ("Terms") govern your use of the NFC business card provided by iAmcards ("Service"). Please read these Terms carefully before using the Service. By using the Service, you agree to be bound by these Terms.

### 1 Use of Service

#### 1.1 Eligibility

You must be at least 18 years old or have the legal capacity to enter a binding contract in your jurisdiction to use the Service. By using the Service, you represent and warrant that you meet these eligibility requirements.

#### 1.2 License

Subject to your compliance with these Terms, iAmcards grants you a limited, non-exclusive, non-transferable license to use the NFC business card and its associated features for your personal or business purposes.

#### 1.3 Prohibited Uses

You agree not to use the Service for any illegal, unauthorized, or prohibited purpose. You specifically agree not to:

- Use the Service to transmit or distribute any content that is unlawful, defamatory, harassing, abusive, threatening, or harmful to others.
- Interfere with or disrupt the functionality of the Service or servers and networks connected to the Service.
- Attempt to gain unauthorized access to the Service, accounts, or computer systems connected to the Service.
- Engage in any activity that may negatively impact the Service or its users.
- Intellectual Property Rights

### 2 Ownership

iAmcards retains all rights, title, and interest in and to the Service, including all associated intellectual property rights. These Terms do not grant you any right, license, or interest in the Service except as expressly stated herein.

#### 2.1 User Content

By using the Service, you may have the opportunity to upload, transmit, or display certain content ("User Content"). You retain ownership of any intellectual property rights that you hold in your User Content. By submitting User Content, you grant iAmcards a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, and distribute the User Content for the purpose of providing the Service.

### 3 Privacy

iAmcards values your privacy and is committed to protecting your personal information. Please review our Privacy Policy to understand how we collect, use, and disclose your information in connection with the Service.

## 4 Limitations of Liability

### 4.1 Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. iAmcards disclaims all warranties, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 4.2 Limitation of Liability

To the maximum extent permitted by applicable law, iAmcards and its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, arising out of or in connection with the use of the Service.

## 5 Modification and Termination

### 5.1 Modifications to the Service

iAmcards reserves the right to modify or discontinue the Service, in whole or in part, at any time without prior notice. You agree that iAmcards shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service.

### 5.2 Termination

iAmcards may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms. Upon termination, your right to use the Service will immediately cease.

## 6 General Provisions

### 6.1 Entire Agreement

These Terms constitute the entire agreement between you and iAmcards regarding the use of the Service, superseding any prior agreements or understandings.

### 6.2 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of United States and Canada. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located where our Services were obtained.

### 6.3 Severability

If any provision of these Terms is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

#### 6.4 Waiver

The failure by iAmcards to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

#### 6.5 Contact Information

If you have any questions or concerns about these Terms, please contact us at [admin@iamcards.ca](mailto:admin@iamcards.ca)

#### 7 Public Profiles

**IMPORTANT:** You acknowledge and agree that the Service's primary function is to make your contact information available through a "smart profile." A smart profile is a dedicated URL that contains the contact and other information you choose to share, and it can be managed through the Service. You understand and agree that any personal information you make available on your smart profile within the Service will be published at a publicly accessible and searchable URL.

You acknowledge that any third party, including individuals who receive the URL through connecting with your Smart Card (whether intentionally or inadvertently), as well as any third party with whom the individual shares the URL, and any third party who becomes aware of the URL (whether through an internet search or otherwise), will be able to view your smart profile through that URL.

Additionally, you understand and agree that your Smart Card functions by sharing a link to your public profile URL. It is essential to note that your Smart Card is not a private means of sharing your contact information.

By using the Service, you acknowledge and accept that the information you provide in your smart profile will be publicly accessible, searchable, and viewable by any individual who has access to the URL. It is your responsibility to consider the nature of the information you include in your smart profile and exercise caution when sharing sensitive or personal details.

Please be aware that iAmcards is not responsible for any misuse, unauthorized access, or unintended disclosure of information resulting from the public availability of your smart profile URL. We encourage you to review and adjust your smart profile settings and the information you choose to share to protect your privacy and ensure the appropriate dissemination of your contact information.

By using the Service, you acknowledge that you have read, understood, and agreed to these Terms of Service.