

TERMS AND CONDITIONS OF USE

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Welcome to the official website of **InnovaWave Labs Limited** (“InnovaWave Labs”, “we”, “our”, or “us”), accessible via <https://innovawavelabs.com> (the “Website”). These Terms and Conditions of Use (“Terms”, “Terms of Service”, or “Agreement”) govern your access to and use of the Website and associated services and offerings (collectively, the “Services”).

Please read these Terms carefully before using the Website. By accessing or using the Services in any manner, you affirm that you have read, understood, and agree to be legally bound by these Terms. If you do not accept these Terms in full, you must not use the Services.

1. SCOPE OF THESE TERMS

These Terms apply to all users of the Website, including without limitation browsers, clients, vendors, customers, and content contributors. Additional terms may apply to specific services or products provided by InnovaWave Labs, and such terms will be disclosed in connection with the applicable service. In case of conflict, those specific terms shall prevail over these general Terms.

We may revise these Terms at any time without specific notice. The latest version will always be posted on this page and indicated by the “Last Updated” date above. You are responsible for checking these Terms periodically. Continued use of the Services after changes are posted constitutes acceptance of the updated Terms.

2. ELIGIBILITY AND CAPACITY TO CONTRACT

To use the Services, you must be at least the legal age of majority in your country of residence and fully capable of entering into a binding legal agreement. If you are using the Services on behalf of a company or other legal entity, you represent that you are authorized to bind such entity to these Terms.

We do not knowingly provide Services to minors or individuals lacking the capacity to contract. If you become aware that a person not eligible under these Terms is using our Services, please contact us immediately.

3. ACCOUNT REGISTRATION AND ACCESS CONTROL

Certain features of the Website or Services may require the creation of an account. If you choose to register, you agree to:

- Provide truthful, current, and complete information;
- Maintain the confidentiality and security of your login credentials;
- Promptly update any information to keep your account accurate;
- Accept responsibility for all activities that occur under your account.

We reserve the right to refuse service, terminate accounts, or remove content at our sole discretion, especially in cases of suspected fraud, misrepresentation, or violation of these Terms.

4. USER RESPONSIBILITIES

You agree that your use of the Services will not:

- Violate any applicable law, regulation, or third-party rights;
- Involve the transmission of spam, malicious code, or harmful software;
- Attempt unauthorized access to our systems, servers, or data;
- Infringe upon or misappropriate our intellectual property or that of others;
- Interfere with the functionality, security, or accessibility of the Website;
- Constitute harassment, abuse, discrimination, or exploitation of others.

InnovaWave Labs reserves the right to investigate and pursue legal action for any breach of this section.

5. SERVICES DESCRIPTION AND MODIFICATIONS

We strive to ensure that the descriptions and features of our Services are accurate, current, and complete. However, we make no guarantees that the Services will meet your specific needs or expectations.

We reserve the right to modify, enhance, suspend, or discontinue any part of the Services at any time, temporarily or permanently, without liability or obligation to notify users in advance. We are not liable for any direct or indirect consequences of service interruptions or discontinuations.

6. PRICING, BILLING, AND PAYMENTS

Some Services offered on this Website are subject to fees. All pricing and billing information will be clearly disclosed prior to purchase. By placing an order, you agree to pay the applicable fees and taxes.

- Currency: All charges are listed in the currency stated at checkout.
- Billing Provider: We may use third-party providers for billing and payment processing.
- Security: We implement commercially reasonable efforts to protect your payment details, but we are not liable for third-party security failures.
- Refunds: All sales are final unless otherwise stated. Refunds, if offered, are issued at our sole discretion.

Recurring payments, if any, may be automatically billed at the interval disclosed during purchase unless cancelled in accordance with our cancellation policy.

7. PROMOTIONAL OFFERS AND TRIALS

From time to time, InnovaWave Labs may offer limited-time trials, discounts, or promotional codes. These offers:

- Are subject to change or termination without notice;
- Are non-transferable, non-exchangeable, and may not be combined with other offers;
- May be revoked if we suspect abuse, misuse, or manipulation.

You are responsible for understanding any expiration dates or limitations attached to promotions you receive.

8. INTELLECTUAL PROPERTY AND OWNERSHIP

All content available on the Website, including but not limited to written content, source code, design, interfaces, functionality, graphics, images, audio, videos, branding, and logos are owned by or licensed to InnovaWave Labs and protected under applicable intellectual property laws.

You agree not to:

- Copy, reproduce, transmit, display, distribute, license, modify, create derivative works from, or otherwise exploit any part of the Website or its content without express prior written permission from InnovaWave Labs;
- Use our trademarks or service marks in connection with any third-party product or service in a way that is likely to cause confusion.

We reserve all rights not expressly granted to you under these Terms.

9. CONFIDENTIALITY

If you access any confidential or proprietary information of InnovaWave Labs through our Services, including technical data, business processes, strategies, or internal documents, you agree not to disclose or use such information except as strictly necessary to use the Services in accordance with these Terms.

This obligation shall survive the termination of your access to the Services.

10. USER CONTENT AND SUBMISSIONS

You may have the ability to submit feedback, content, or other materials to InnovaWave Labs through the Website or other communication channels. You represent and warrant that:

- You own or have all necessary licenses and consents to submit such content;
- Your content does not violate the rights of any third party or any law;
- Your content is not harmful, defamatory, or misleading.

By submitting content, you grant us a non-exclusive, royalty-free, worldwide, perpetual license to use, reproduce, display, and distribute such content in connection with our Services and marketing efforts.

We reserve the right (but not the obligation) to monitor, moderate, and remove content at our sole discretion.

11. THIRD-PARTY LINKS AND INTEGRATIONS

The Website may contain links or integrations to external websites, platforms, or tools. Such resources are provided for your convenience only. InnovaWave Labs does not control or endorse such third-party content and is not responsible for their availability, accuracy, policies, or practices.

You acknowledge that accessing such resources is at your own risk and subject to the third party's terms and conditions.

12. SERVICE AVAILABILITY AND TECHNICAL REQUIREMENTS

We aim to maintain uninterrupted access to our Website and Services but do not guarantee 100% uptime or compatibility with all devices or browsers. Access may be

temporarily restricted due to maintenance, upgrades, technical failures, or circumstances beyond our control.

We are not liable for any damages, losses, or inconveniences resulting from service unavailability.

13. DISCLAIMER OF WARRANTIES

The Services are provided “as is” and “as available” without warranty of any kind. To the fullest extent permitted, InnovaWave Labs disclaims all warranties, express or implied, including:

- Merchantability, fitness for a particular purpose, and non-infringement;
- Accuracy, reliability, or completeness of content;
- Security, speed, or error-free operation of the Website or Services.

No oral or written information provided by us shall create any warranty not expressly stated herein.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, InnovaWave Labs and its officers, directors, employees, agents, licensors, and affiliates shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including without limitation:

- Loss of profits, business, data, or opportunities;
- Errors or omissions in content;
- Unauthorized access or use of your information;
- Interruptions or termination of your access to the Services.

Your sole and exclusive remedy for dissatisfaction with the Services is to stop using them.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless InnovaWave Labs, its affiliates, and their respective employees, officers, agents, and partners from and against any third-party claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from or related to your:

- Violation of these Terms;

- Use or misuse of the Services;
- Violation of rights of another user or third party.

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you.

16. FORCE MAJEURE

InnovaWave Labs shall not be liable for any delay or failure to perform resulting from causes beyond our reasonable control, including but not limited to natural disasters, labor disputes, network outages, governmental actions, war, or pandemics.

17. SEVERABILITY AND WAIVER

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. Our failure to enforce any right or provision shall not constitute a waiver of such right.

18. TERMINATION

We may terminate or suspend your access to all or part of the Services at any time and for any reason, with or without notice. Upon termination, your right to use the Services will cease immediately.

Provisions that by their nature should survive termination shall do so, including but not limited to ownership, disclaimers, indemnification, and limitations of liability.

19. ENTIRE AGREEMENT

These Terms, along with any supplemental policies or agreements referenced herein, constitute the entire agreement between you and InnovaWave Labs with respect to the Services and supersede any prior understandings, communications, or agreements.

20. CONTACT US

If you have questions about these Terms, please contact us at:

InnovaWave Labs Limited

5003, 5/F, Yau Lee Centre, 45 Hoi Yuen Road, Kwun Tong, Hong Kong

contact@innovawavelabs.com

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