

MTNFX

Terms of Service

Effective Date: February 10, 2025

1. Acceptance of Terms

Welcome to MTNFX. These Terms of Service ("Terms") govern your access to and use of the MTNFX platform, including all associated web applications, mobile applications, APIs, and services (collectively, the "Service"). The Service is operated by MTNFX ("Company," "we," "us," or "our").

By accessing or using the Service, you agree to be bound by these Terms. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not agree to these Terms, you may not access or use the Service.

2. Description of Service

MTNFX is a cloud-based software-as-a-service (SaaS) platform designed for mountain operations, avalanche mitigation, and snow safety management. The Service provides tools for, but is not limited to:

- Operational reporting (AM/PM reports, weather observations, snow profiles)
- Avalanche hazard assessment and documentation
- Explosive inventory management and ATF compliance tracking
- Weather station data integration and analysis
- Interactive mapping and route tracking
- Team communication and notification systems
- Mobile and wearable device data collection
- PDF report generation and document management

3. Account Registration and Security

3.1 Account Creation

To access the Service, you must create an account with accurate, complete, and current information. You are responsible for maintaining the accuracy of your account information and for all activities that occur under your account.

3.2 Account Security

You are responsible for safeguarding your password and any other credentials used to access the Service. You must immediately notify MTNFX of any unauthorized use of your account or

any other breach of security. MTNFX will not be liable for any loss or damage arising from your failure to maintain the security of your account.

3.3 User Roles and Permissions

The Service supports role-based access control. Account administrators are responsible for managing user roles, permissions, and access levels within their organization. MTNFX is not responsible for any data loss, unauthorized access, or operational issues resulting from improper role configuration by account administrators.

4. Subscription and Payment

4.1 Subscription Plans

The Service is offered through subscription plans as described on the MTNFX website or as agreed upon in a separate written agreement. Subscription details, including pricing, features, and usage limits, will be specified in your subscription agreement or order form.

4.2 Payment Terms

You agree to pay all fees associated with your subscription plan. Fees are billed in advance on a recurring basis (monthly or annually, as selected). All payments are non-refundable except as expressly set forth in these Terms or as required by applicable law.

4.3 Late Payments

If payment is not received by the due date, MTNFX reserves the right to suspend or terminate your access to the Service. A late fee of 1.5% per month (or the maximum rate permitted by law, whichever is lower) may be applied to overdue balances.

4.4 Price Changes

MTNFX may modify pricing with at least thirty (30) days' prior written notice. Price changes will take effect at the start of the next billing cycle following the notice period.

5. Acceptable Use Policy

You agree not to use the Service to:

1. Violate any applicable local, state, national, or international law or regulation
2. Upload, transmit, or distribute any content that is unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable
3. Attempt to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service
4. Interfere with or disrupt the integrity or performance of the Service or the data contained therein
5. Use the Service to transmit any viruses, worms, or other malicious code

6. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service
7. Resell, sublicense, or redistribute the Service without prior written consent from MTNFX
8. Use the Service in any manner that could damage, disable, overburden, or impair MTNFX servers or networks

6. Data Ownership and Content

6.1 Your Data

You retain all ownership rights to the data you submit, upload, or create through the Service ("Your Data"). By using the Service, you grant MTNFX a limited, non-exclusive license to use, process, and store Your Data solely for the purpose of providing and improving the Service.

6.2 Operational Data

You acknowledge that the Service involves the collection and storage of critical operational data including, but not limited to, avalanche observations, weather data, explosive inventory records, and incident reports. You are solely responsible for the accuracy and completeness of all data entered into the Service.

6.3 Data Backup

While MTNFX maintains reasonable backup procedures, you are responsible for maintaining your own backup copies of Your Data. MTNFX shall not be liable for any loss of data, regardless of cause.

6.4 Aggregated Data

MTNFX may collect and use aggregated, anonymized data derived from your use of the Service for purposes such as improving the Service, conducting research, and generating industry benchmarks. Such aggregated data will not identify you or any individual user.

7. Intellectual Property

The Service, including all software, designs, text, graphics, interfaces, and underlying technology, is the property of MTNFX and is protected by copyright, trademark, and other intellectual property laws. These Terms do not grant you any right, title, or interest in the Service except for the limited right to use the Service in accordance with these Terms.

All trademarks, service marks, and trade names used in the Service are the property of MTNFX or their respective owners. You may not use any MTNFX trademarks without prior written permission.

8. Third-Party Integrations and Data Sources

The Service may integrate with third-party services, data providers, and APIs, including but not limited to weather data providers, avalanche information centers, and mapping services.

MTNFX does not control and is not responsible for the accuracy, availability, or reliability of third-party data or services. Your use of third-party integrations may be subject to additional terms and conditions.

9. Service Availability and Support

9.1 Uptime

MTNFX will use commercially reasonable efforts to maintain the availability of the Service. However, the Service may be temporarily unavailable due to scheduled maintenance, upgrades, or circumstances beyond our control.

9.2 Support

MTNFX provides technical support as described in your subscription agreement. Support availability, response times, and scope may vary by subscription plan.

9.3 Modifications to Service

MTNFX reserves the right to modify, update, or discontinue any feature of the Service at any time. We will provide reasonable notice of material changes that may affect your use of the Service.

10. Disclaimers and Limitation of Liability

10.1 No Safety Guarantee

THE SERVICE IS A TOOL TO ASSIST IN MOUNTAIN OPERATIONS AND AVALANCHE MITIGATION MANAGEMENT. IT IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TRAINING, OR DECISION-MAKING. MTNFX DOES NOT GUARANTEE THE ACCURACY OF ANY DATA, FORECASTS, ASSESSMENTS, OR RECOMMENDATIONS PROVIDED THROUGH THE SERVICE. ALL OPERATIONAL DECISIONS, INCLUDING THOSE RELATED TO AVALANCHE SAFETY, TERRAIN MANAGEMENT, AND EXPLOSIVE USE, REMAIN THE SOLE RESPONSIBILITY OF THE USER AND THEIR ORGANIZATION.

10.2 Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. MTNFX DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MTNFX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING OUT OF OR IN

CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY.

MTNFX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO MTNFX DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless MTNFX and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) any data you submit through the Service; or (e) any operational decisions made based on information obtained through the Service.

12. Termination

12.1 Termination by You

You may terminate your account at any time by providing written notice to MTNFX. Termination will be effective at the end of your current billing period. You will not receive a refund for any unused portion of your subscription.

12.2 Termination by MTNFX

MTNFX may suspend or terminate your access to the Service at any time for cause, including but not limited to: (a) breach of these Terms; (b) non-payment of fees; (c) activities that may harm other users or the integrity of the Service; or (d) as required by law.

12.3 Effect of Termination

Upon termination, your right to access and use the Service will immediately cease. MTNFX will retain Your Data for a period of thirty (30) days following termination, during which you may request an export of Your Data. After this period, MTNFX may delete Your Data in accordance with its data retention policies.

13. Confidentiality

Each party agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the other party in connection with the Service. This obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party; or (d) is required to be disclosed by law.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms shall be resolved through binding arbitration in Durango, Colorado, in accordance with the rules of the American Arbitration Association. Each party shall bear its own costs and attorneys' fees in any arbitration proceeding.

15. General Provisions

15.1 Entire Agreement

These Terms, together with any applicable subscription agreement or order form, constitute the entire agreement between you and MTNFX regarding the Service and supersede all prior agreements and understandings.

15.2 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

15.3 Waiver

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

15.4 Assignment

You may not assign or transfer these Terms or your rights under these Terms without the prior written consent of MTNFX. MTNFX may assign these Terms without restriction.

15.5 Notices

All notices under these Terms shall be in writing and shall be deemed given when delivered by email to the address associated with your account or to legal@mtnfx.com for notices to MTNFX.

15.6 Force Majeure

MTNFX shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to natural disasters, acts of war or terrorism, pandemics, power outages, internet disruptions, or government actions.

15.7 Amendments

MTNFX reserves the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website or by sending you an email. Your continued use of the Service after the effective date of any changes constitutes your acceptance of the modified Terms.

Contact Information

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

MTNFX

Email: sales@mtnfx.com

Website: <https://mtnfx.com>