# xFix Technologies Terms & Conditions

Last Updated: April 4, 2025

## 1. Description of Services

xFix Technologies provides AI-powered vehicle diagnostic and repair guidance services. The Services utilize data analysis and machine learning to offer potential solutions to vehicle problems based on user-provided information and historical repair records.

## 2. User Responsibilities

- 2.1. **Accurate Information:** You are responsible for providing accurate and complete information about your vehicle and its problems when using the Services.
- 2.2. **Professional Consultation:** The Services are intended to provide information and guidance only. You are solely responsible for any actions you take based on the information provided. xFix strongly recommends consulting with a qualified mechanic before undertaking any repairs.
- 2.3. **Prohibited Uses:** You agree not to use the Services: For any illegal or unauthorized purpose. To attempt to gain unauthorized access to the Services or user data.

# 3. Intellectual Property

- 3.1. **Ownership:** The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are open-sourced by xFix Technologies. We do not claim to be any licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 3.2. **Limited License:** xFix grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for educational purposes only.

#### 4. Disclaimer of Warranties

4.1. **No Guarantee of Accuracy:** The Services are provided "as is" and "as available" without any warranties of any kind, express or implied. xFix does not warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services or the server that makes them available are free of viruses or other harmful components.

4.2. **No Warranty of Repair Success:** xFix makes no warranties or representations about the accuracy, reliability, completeness, or timeliness of the information provided by the Services. xFix does not guarantee that the suggested repairs will resolve your vehicle problems.

## 6. Limitation of Liability

6.1. **Indirect Damages:** In no event will xFix Technologies, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Services, including any direct, indirect, special, incidental, consequential, or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

#### 7. Indemnification

You agree to defend, indemnify, and hold harmless xFix Technologies, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, your user contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.

# 8. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or related to these Terms or the Services will be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of laws principles.

# 9. Changes to Terms

xFix Technologies reserves the right to modify these Terms at any time in its sole discretion. If we make material changes to these Terms, we will post the updated Terms on the xFix website and update the "Last Updated" date at the top of this page. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes.

### 10. Termination

xFix Technologies may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately.

# 11. Entire Agreement

These Terms constitute the entire agreement between you and xFix Technologies relating to the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and xFix Technologies with respect to the Services.

## 12. Contact Us

If you have any questions about these Terms, please contact us at: support@xfix.tech



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