MOVEMENT NFC TIMEPIECES LLC

TERMS & CONDITIONS

Effective Date: January 20, 2026
Last Updated: January 20, 2026

ACCEPTANCE OF TERMS
These Terms and Conditions of Sale (the "Terms") constitute a legally binding agreement between you ("Customer," "you," or "your") and Movement NFC Timepieces LLC, a Virginia limited liability company ("Movement NFC," "Company," "we," "us," or "our"), governing your purchase and use of products from MovementNFC.com (the "Website") and all related services.

BY PLACING AN ORDER, CREATING AN ACCOUNT, OR ACCESSING OUR WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. If you do not agree with any provision of these Terms, you must immediately discontinue use of our Website and may not purchase our products.

Business Contact Information:

Legal Entity: Movement NFC Timepieces LLC
Principal Address: 7005 Benjamin Street, McLean, VA 22101
Customer Service Email: Hello@movementnfc.com
Customer Service Phone: +1 (571) 265-4746
These Terms incorporate by reference our Privacy Policy, which can be found at [movementnfc.com/privacy-policy]. All terms defined herein apply throughout this agreement.

1. PRODUCT DESCRIPTIONS AND THE HUNDRED COLLECTION
1.1 The MV1 CARDIUM Limited Collection
Movement NFC Timepieces LLC offers the MV1 CARDIUM, a limited-edition luxury automatic timepiece with integrated NFC contactless technology (the "Product" or "Timepiece"). The MV1 CARDIUM collection is permanently limited to one hundred (100) individually numbered pieces (collectively, "The Hundred").

Each Timepiece includes:

Automatic mechanical movement with exhibition caseback
Sapphire crystal watch face
NFC-enabled leather strap with contactless technology
Custom-programmed digital contact profile
Italian leather travel case
individual sequence number (001–100)

Lifetime concierge service access
Two-year manufacturer's warranty
Membership in The Collective

All prices are in United States Dollars (USD) and do not include applicable sales tax.

1.3 Customization and NFC Programming
Each MV1 CARDIUM Timepiece is custom-tailored upon order placement. Customization includes:

Individual assembly and quality inspection
Programming of your digital contact profile into the NFC-enabled strap(s)
Optional custom engraving on inner wristband and/or leather travel case
Personalized commissioning documentation
Because each Timepiece is custom-produced to your specifications, all sales are final and non-refundable as set forth in Section 5 below.

1.4 Product Accuracy
We make every effort to display our Products accurately, including colors, materials, specifications, and features. However, we cannot guarantee that your device's display will accurately reflect the actual color or appearance of the Product. Minor variations in appearance, finish, and materials are inherent in luxury handcrafted timepieces and do not constitute defects.

1.5 Limited Availability
Once all one hundred (100) units of The Hundred are commissioned, production ends permanently. We reserve the right to limit quantities, refuse orders, or discontinue Products at any time without prior notice. If a Product becomes unavailable after you place an order, we will notify you promptly and issue a full refund.

2. ORDERING AND COMMISSIONING PROCESS
2.1 Order Placement
To purchase a Timepiece, you must:

Select your desired configuration
Provide accurate billing and shipping information
Submit payment through our secure checkout process
Agree to these Terms and Conditions
By clicking "Place Order," "Complete Purchase," or similar language, you are making a binding offer to purchase the Product(s) in your cart.

2.2 Order Acceptance
Your order does not constitute a completed sale until we send you an order confirmation email acknowledging acceptance of your order. We reserve the right to accept or reject any order in our sole discretion, including for the following reasons:

Product unavailability
Pricing or product description errors
Suspected fraudulent activity
Violation of these Terms
Customer's location outside our shipping zones
If we reject your order after payment has been processed, we will issue a full refund to your original payment method within 5-7 business days.

2.3 Concierge Commissioning Process
After your order is confirmed, our concierge service will contact you via text message and/or email within 24-48 hours to:

Collect your contact profile information for NFC programming (name, phone, email, website, social media links, logo, company information, etc.)
Confirm custom engraving details (if applicable)
Verify shipping address and delivery preferences
Answer any questions about your Timepiece
You must respond to our concierge outreach within 7 days to avoid order delays. Failure to provide required information may result in order cancellation and forfeiture of payment, subject to our sole discretion.

2.4 Changes to NFC Profile During Production
You may update or modify your NFC contact profile information at any time during the production period (typically 2 weeks) at no additional charge. Contact our concierge service at Hello@movementnfc.com or +1 (571) 265-4746 to make changes.

Once your Timepiece has shipped, profile updates are handled through our lifetime concierge service as described in Section 8.

2.5 Incorrect Information Provided
If you provide incorrect, incomplete, or inaccurate contact information for NFC programming, we will make reasonable efforts to contact you for corrections. However:

We are not responsible for delays caused by your provision of incorrect information
If we cannot reach you within 7 days, we may proceed with programming using the information provided or cancel your order
Corrections after shipment may be subject to additional fees
You are solely responsible for ensuring the accuracy of all information provided to us.

3. PRICING AND PAYMENT
3.1 Pricing

All prices displayed on our Website are in United States Dollars (USD) and are subject to change without notice. The price charged for a Product will be the price displayed on our Website at the time you place your order, subject to the terms of this Section 3.

Prices do not include:

Sales tax (see Section 3.4)
Shipping and handling fees (if applicable)
Custom duties or import fees (for international orders, if we expand internationally)
3.2 Payment Methods
We accept the following payment methods:

Credit cards (Visa, Mastercard, American Express, Discover)
Debit cards
PayPal
Venmo
Google Pay
Apple Pay
Shop Pay Installments (installment payment plans, subject to approval by Shop Pay)
We do not accept cryptocurrency, wire transfers, money orders, or checks.

3.3 Payment Authorization and Processing
When you provide payment information, you represent and warrant that:

You are legally authorized to use the payment method provided
The information you provide is true, accurate, and complete
You will pay all charges incurred at the prices in effect when the charges are incurred
You will pay applicable taxes (see Section 3.4)
By submitting your order, you authorize us (and our third-party payment processors) to charge your payment method for the total amount of your purchase, including applicable taxes and fees.

For Shop Pay Installments: If you elect to pay via installment plan, you agree to be bound by Shop Pay's separate terms and conditions. Movement NFC Timepieces LLC is not responsible for Shop Pay's approval decisions, payment processing, or customer service related to installment plans.

3.4 Sales Tax
Virginia customers: Purchases shipped to Virginia addresses are subject to Virginia state sales tax at the applicable rate for Fairfax County and/or your shipping destination.

Other U.S. customers: Depending on your state's laws, you may be subject to sales tax. Applicable taxes will be calculated and displayed at checkout before you complete your purchase.

You are responsible for paying all applicable taxes. If you are exempt from sales tax, you must provide valid tax exemption documentation before your order ships.

3.5 Pricing Errors
We make every effort to ensure pricing accuracy on our Website. However, if we discover a pricing error after you place an order, we will notify you immediately and give you the option to:

Complete the purchase at the correct price, or
Cancel the order and receive a full refund
If we cannot reach you within 48 hours, we reserve the right to cancel the order and refund your payment.

3.6 Payment Security
We use industry-standard encryption and security measures to protect your payment information. We do not store complete credit card information on our servers. All payment processing is handled by PCI-DSS compliant third-party payment processors.

4. SHIPPING, DELIVERY, AND RISK OF LOSS
4.1 Shipping Locations
We currently ship only to addresses within the United States (all 50 states, excluding U.S. territories). We do not ship to P.O. boxes, APO/FPO addresses, or package forwarding services.

International shipping may become available in the future. Check our Website for current shipping policies.

4.2 Estimated Delivery Time
Standard production and delivery time for the MV1 CARDIUM is approximately two (2) weeks from the date of order confirmation. This timeframe includes:

Custom assembly and quality inspection
NFC programming with your contact profile
Custom engraving (if selected, may add up to 3 additional days)
Shipping and delivery
Delivery times are estimates only and are not guaranteed. Actual delivery times may vary based on production schedules, customization complexity, shipping carrier performance, and unforeseen circumstances.

4.3 Shipping Method and Insurance
All Timepieces are shipped via fully insured, signature-required delivery through premium carriers (USPS, FedEx, UPS, or DHL).

Signature is required upon delivery. If you will not be available to sign, you may:

Arrange to have another authorized adult sign
Request delivery to an alternative address where someone can sign
Coordinate with the carrier to hold the package for pickup at a carrier facility
We are not responsible for packages refused, unclaimed, or undeliverable due to your unavailability to sign.

4.4 Shipping Notifications
You will receive:

Order confirmation email upon successful purchase
Commissioning contact from our concierge service within 24-48 hours
Shipping confirmation email with tracking information when your Timepiece ships
Delivery confirmation once the package is successfully delivered
Please monitor your email (including spam/junk folders) for these important communications.

4.5 Transfer of Title and Risk of Loss
Title and risk of loss pass to you upon delivery signature. Once you (or your authorized recipient) sign for the package, you assume all risk of loss, damage, theft, or destruction.

Until delivery signature:

Movement NFC Timepieces LLC retains title and risk of loss
We are responsible for shipping damage or carrier loss
We will replace or refund any package lost or damaged in transit
4.6 Delivery Issues
Damaged or Defective Product Upon Arrival:

If your Timepiece arrives damaged, defective, or with missing components, you must contact our concierge service within 48 hours of delivery at Hello@movementnfc.com or +1 (571) 265-4746. Provide:

Your order number
Photos of the damage or defect
Description of the issue
Original packaging (do not discard)
We will provide a prepaid return shipping label and arrange for:

Full replacement of the Timepiece, or
Complete repair and return, or
Full refund to your original payment method (if replacement is not possible)
Failure to report damage within 48 hours may result in denial of your claim.

Lost or Stolen Packages:

If tracking shows "delivered" but you did not receive the package:

Check with neighbors, household members, and building management
Verify the delivery address on your order confirmation
Contact the shipping carrier to file a claim
Contact our concierge service within 7 days of the delivery date
We will work with you and the carrier to resolve the issue. If the package is confirmed lost or stolen, we will file an insurance claim and provide a replacement or full refund.

4.7 Address Accuracy
You are responsible for providing an accurate, complete shipping address. We are not responsible for:

Delivery delays or failures due to incorrect addresses
Additional shipping charges to reroute or redeliver packages
Packages returned to us due to incorrect address information
If a package is returned to us as undeliverable, we will contact you to arrange reshipment. You may be responsible for additional shipping charges for redelivery.

5. RETURNS, REFUNDS, AND SATISFACTION GUARANTEE
5.1 No Returns or Full Refunds Policy
ALL SALES ARE FINAL. Because each MV1 CARDIUM Timepiece is custom-tailored and individually commissioned with your personalized NFC profile and optional engraving, we do not accept returns for refund under any circumstances except as required by law or as expressly stated in these Terms.

This policy applies to all Products regardless of configuration, customization, or reason for dissatisfaction.

5.2 White-Glove Satisfaction Guarantee
We are committed to your complete satisfaction with your Timepiece. If you are not satisfied with your purchase within thirty (30) days of delivery, we offer a White-Glove Satisfaction Guarantee whereby we will work with you to resolve the issue through one or more of the following options:

Option 1: Store Credit

We may offer partial or full store credit toward a future purchase
Store credit amount is determined at our sole discretion based on the circumstances
Store credit is non-transferable and has no cash value
Store credit must be used within one (1) year of issuance
Option 2: Product Exchange

Exchange for a different configuration (subject to availability)
Reprogramming of NFC profile with updated information

Repair or adjustment of the Timepiece mechanism
Option 3: Repair or Replacement

Complimentary repair of mechanical or NFC functionality issues
Replacement of defective components or straps
Full Timepiece replacement in cases of manufacturing defect
"White-Glove" means we will work with you on a case-by-case basis to find a fair resolution that protects your investment while respecting the custom nature of our Products. However, we reserve the right to determine the appropriate resolution in our sole discretion, and full refunds are not available.

5.3 Conditions for Satisfaction Guarantee Eligibility
To be eligible for consideration under our White-Glove Satisfaction Guarantee, you must:

Contact our concierge service within 30 days of delivery
Provide your order number, delivery date, and detailed explanation of your concern
Maintain the Timepiece in like-new condition with no signs of excessive wear, damage, or alteration
Return the Timepiece in its original packaging with all included accessories (travel case, authentication certificate, etc.)
Not have engraved or customized the Timepiece beyond our standard offerings
We reserve the right to deny any guarantee claim if:

The Timepiece shows evidence of abuse, neglect, improper care, or unauthorized modification
The Timepiece has been exposed to water beyond specifications, extreme temperatures, or magnetic fields
You fail to provide adequate documentation or comply with return procedures
You are outside the 30-day guarantee window
You violated any provision of these Terms
5.4 Return Process for Eligible Cases
If we authorize a return under the White-Glove Satisfaction Guarantee:

We will provide a prepaid, insured return shipping label
You must package the Timepiece securely in original packaging
Ship within 7 days of receiving the return authorization
We will inspect the returned Timepiece upon receipt
Resolution (store credit, exchange, repair, or replacement) will be processed within 14 days of receiving the returned Timepiece
You are responsible for return shipping costs unless the return is due to our error or a defective Product.

5.5 Non-Returnable Items
The following are never eligible for return, exchange, or guarantee consideration:

Products damaged due to misuse, abuse, neglect, or accidents
Products exposed to water beyond rated specifications
Products with expired warranty coverage (see Section 6)
Products that show signs of unauthorized repair or modification
Products without proof of purchase
Custom engraved Products (unless the engraving error was our fault)

5.6 Order Cancellations

Before Production Begins: If you wish to cancel your order before we begin customization and NFC programming (typically within 24-48 hours of order placement), contact our concierge service immediately. We may, in our sole discretion:

Cancel the order and issue a full refund, minus a 10% restocking fee, or
Proceed with production if customization has already commenced

After Production Begins: Once we have begun custom assembly, NFC programming, or engraving, your order cannot be cancelled, and you will not receive a refund.

5.7 Force Majeure and Order Fulfillment Failure

If Movement NFC Timepieces LLC is unable to fulfill your order due to circumstances beyond our reasonable control (see Section 18), you will receive a full refund to your original payment method. This is the sole remedy available for force majeure-related fulfillment failures.

6. WARRANTY

6.1 Two-Year Limited Warranty

Movement NFC Timepieces LLC provides a two (2) year limited warranty from the date of delivery to the original purchaser covering:

Mechanical defects in the automatic movement, including timekeeping accuracy and power reserve functionality
NFC functionality defects, including failure of contactless sensors or profile transmission
Manufacturing defects in materials and craftsmanship under normal use and proper care

6.2 Warranty Coverage

If a covered defect arises during the warranty period, we will, at our sole discretion:

Repair the Timepiece at no charge
Replace defective components (movement, NFC strap, crystal, case, etc.)
Replace the entire Timepiece with an equivalent model (if repair is not feasible)

All warranty service is performed by Movement NFC Timepieces LLC or our authorized service providers.

6.3 Warranty Exclusions

This warranty does not cover:

Normal wear and tear, including but not limited to: scratches on case or crystal (unless sapphire crystal is cracked), leather strap patina or stretching, cosmetic blemishes, fading, or aging

Water damage resulting from exposure beyond rated specifications (5 ATM / 50 meters) or submersion/swimming
Accidental damage, including drops, impacts, crushing, or other physical trauma
Improper care or maintenance, including exposure to extreme temperatures, magnetic fields, chemicals, or solvents
Unauthorized modifications, repairs, or servicing by anyone other than Movement NFC Timepieces LLC or our authorized service providers
Battery replacement (not applicable to automatic movements, but included for completeness)
Lost or stolen Products
Cosmetic damage that does not affect functionality

6.4 Warranty Claim Process

To make a warranty claim:

Contact our concierge service at Hello@movementnfc.com or +1 (571) 265-4746
Provide your order number, delivery date, and detailed description of the issue
Submit photos or videos demonstrating the defect (if requested)
We will evaluate your claim and provide a warranty determination within 5 business days
If approved:

We will provide a prepaid, insured return shipping label
You ship the Timepiece to our service center
We perform inspection, diagnosis, and repair
We return your Timepiece via insured, signature-required delivery
Turnaround time: typically 2-4 weeks
You are not charged for warranty repairs or return shipping for covered defects.

6.5 Warranty Conditions

To maintain warranty coverage, you must:

Properly care for your Timepiece as described in Section 7
Avoid water exposure beyond specifications (no swimming, showering, or submersion)
Avoid dropping, impacting, or exposing to extreme conditions
Not attempt unauthorized repairs or modifications
Maintain proof of purchase (order confirmation, receipt, authentication certificate)

6.6 Warranty Non-Transferability

This warranty applies only to the original purchaser and is non-transferable. If you sell or gift your Timepiece to another person, the warranty does not transfer to the new owner.

The new owner may contact our concierge service for out-of-warranty repair services at prevailing rates.

6.7 Out-of-Warranty Service

After the two (2) year warranty period expires, or if damage is not covered under warranty, we offer paid repair and servicing. Contact our concierge service for:

Diagnosis and service quote
Movement servicing and regulation
Component replacement
NFC strap replacement
Crystal replacement
Case refinishing
All service quotes are provided before any work begins. You are not obligated to proceed with paid repairs.

6.8 Limitation of Warranty
THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MOVEMENT NFC TIMEPIECES LLC. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

7. PRODUCT CARE AND MAINTENANCE
To maintain the longevity, functionality, and warranty coverage of your MV1 CARDIUM Timepiece, you must follow these care instructions:

7.1 Water Resistance
The watch head is rated to 5 ATM (50 meters / 165 feet) for structural integrity
DO NOT swim, shower, bathe, or submerge the Timepiece
The MV1 CARDIUM is designed for incidental water contact only (handwashing, light rain)
NFC-enabled leather straps are splash-proof but not waterproof
Remove your Timepiece before prolonged water exposure, exercise, or sports
Water damage voids your warranty.

7.2 Automatic Movement Care
Daily wear is recommended—your natural wrist motion winds the automatic movement
If unworn for 40+ hours, the movement will stop; manually wind for 10-15 seconds to restart
Avoid exposing the movement to strong magnetic fields (speakers, MRI machines, magnetic phone mounts)
Avoid extreme temperatures (below 32°F / 0°C or above 140°F / 60°C)
Service every 3-5 years for optimal performance (contact concierge for service)
7.3 NFC Technology Care
NFC sensors are passive and require no charging or power
Avoid bending, folding, or stretching the leather strap excessively
Keep NFC sensors away from strong magnets or electromagnetic interference

Do not puncture, cut, or alter the leather strap (NFC sensors are embedded inside)
7.4 Sapphire Crystal and Case Care
Sapphire crystal is virtually scratch-proof under normal use
Wipe with a soft, lint-free cloth to remove fingerprints and smudges
Avoid impacts, drops, or crushing force—sapphire can crack under extreme pressure
Use mild soap and water for cleaning; avoid harsh chemicals, solvents, or abrasives
7.5 Leather Strap Care
Italian leather straps develop a natural patina over time—this is intentional and adds character
Avoid prolonged exposure to moisture, lotions, perfumes, or chemicals
Wipe clean with a soft, dry cloth; do not use leather cleaners or conditioners without consulting concierge
Store in the included leather travel case when not worn
7.6 Storage
Store in a cool, dry place away from direct sunlight
Use the included Italian leather travel case for protection
Avoid storing near magnets, electronics, or heat sources
If storing long-term, wind the movement periodically to maintain lubrication
Failure to follow these care instructions may void your warranty and result in damage not covered by our White-Glove Satisfaction Guarantee.

8. LIFETIME CONCIERGE SERVICE AND NFC PROFILE UPDATES
8.1 Complimentary Lifetime Concierge Access
Every MV1 CARDIUM owner receives lifetime access to our concierge service for the life of the Timepiece. Services include:

NFC profile updates (unlimited, complimentary)
Product care and maintenance guidance
Warranty claim assistance
Repair and service coordination
General customer support
Contact our concierge service:

Email: Hello@movementnfc.com
Phone: +1 (571) 265-4746
Website: MovementNFC.com/winding-room (if available)
8.2 NFC Profile Updates
You may update your NFC contact profile information at any time, unlimited times, for free.

Updates include:

Name, title, company
Phone number, email address

Website, portfolio, social media links
Logo or profile image
Any other digital credentials
To update your profile:

Text or email our concierge service with your updated information
Provide your Timepiece sequence number (001–100) or order number
Updates take effect within 3 minutes
There is no limit to the number of profile updates. Whether you change jobs, update your branding, or refine your personal information—your Timepiece stays current for life.

8.3 NFC Strap Replacement
If your NFC-enabled strap is damaged, worn, or malfunctioning:

Within warranty period (2 years): Complimentary replacement for defects
After warranty period: Replacement straps available for purchase; contact concierge for pricing
All replacement straps are custom-programmed with your current profile information before shipping.

8.4 Additional NFC-Programmed Straps
You may purchase additional NFC-programmed straps with alternate contact profiles (e.g., personal vs. business, different companies, etc.). Contact our concierge service for availability and pricing.

9. OWNERSHIP TRANSFER AND NFC REPROGRAMMING
9.1 Transfer of Ownership
You may sell, gift, or otherwise transfer ownership of your MV1 CARDIUM Timepiece to another person. However:

Warranty does not transfer to the new owner (see Section 6.6)
The Timepiece remains part of The Hundred permanent archive regardless of ownership changes
Movement NFC Timepieces LLC maintains a private registry of all commissioned Timepieces
9.2 NFC Reprogramming for New Owners
When a Timepiece is transferred to a new owner, the NFC profile must be reprogrammed to the new owner's contact information.

Reprogramming Fee: $250.00 (one-time fee per ownership transfer)

This fee covers:

Verification of ownership transfer
Deactivation of the previous owner's contact profile
Programming of the new owner's contact information

Updating of the private registry
Issuance of new authentication documentation (if requested)
Process:

The new owner contacts our concierge service
Provides proof of acquisition (bill of sale, receipt, gift documentation, or notarized affidavit)
Pays the $250 reprogramming fee
Provides new contact information for NFC profile
We reprogram the Timepiece remotely (typically within 24 hours)
9.3 Archival of Previous Owner's Information
When a Timepiece is reprogrammed for a new owner:

The previous owner's NFC profile is permanently archived in our secure database
The previous owner's information is not accessible to the new owner
The previous owner may request complete deletion of their archived data by contacting our concierge service (in accordance with our Privacy Policy)
10. THE COLLECTIVE: MEMBERSHIP AND ACCESS
10.1 Membership Inclusion
All MV1 CARDIUM owners automatically receive lifetime membership in The Collective, an exclusive community offering:

Access to global wellness retreats
Invitations to private networking events
Curated experiences and partnerships
Priority access to future Movement NFC product launches
Owner-only communications and updates
Membership is non-transferable and terminates if you sell or transfer your Timepiece (unless the new owner pays the reprogramming fee and is granted membership at our discretion).

10.2 Event Participation and Fees
VIP access to Collective events is included with your membership. However:

Certain events, retreats, or experiences may require additional fees to cover venue costs, travel, accommodations, or activity expenses
Fee amounts vary by event and will be communicated in advance
Participation is voluntary; you are not obligated to attend any event
Event availability, frequency, and locations are determined by Movement NFC Timepieces LLC in our sole discretion
10.3 Modification or Discontinuation of The Collective
Movement NFC Timepieces LLC reserves the right to:

Modify the benefits, events, or structure of The Collective at any time
Discontinue The Collective entirely without prior notice or liability
Limit event capacity or eligibility based on demand or logistics

We are not obligated to maintain The Collective indefinitely. Your purchase of a Timepiece does not guarantee perpetual access to any specific events or benefits.

11. CHARITABLE CONTRIBUTIONS: OCEAN LEGACY, DESTINY FUND, AND GIVING BACK

11.1 Company Giving Initiative

Movement NFC Timepieces LLC is committed to social and environmental responsibility. We allocate a portion of our net profits to the following initiatives:

Ocean Legacy (5% of net profits): Funds coral reef restoration and marine conservation around Costa Rica in partnership with verified environmental organizations.

Destiny Fund (5% of net profits): Annually, we select a random MV1 CARDIUM owner and provide financial support to help fund an unrealized personal or professional dream, goal, or aspiration.

The Collective (5% of net profits): Funds exclusive experiences, wellness retreats, and curated events for MV1 CARDIUM owners.

11.2 No Customer Input or Control

Customers do not have any say, input, or control over charitable allocations. These contributions are made entirely at the discretion of Movement NFC Timepieces LLC as part of our corporate social responsibility mission.

11.3 No Tax Deduction

Your purchase is not a charitable donation and is not tax-deductible. You are purchasing a luxury product; our charitable giving is a separate corporate initiative.

11.4 Modification or Discontinuation

We reserve the right to modify the allocation percentages, recipient organizations, or charitable programs at any time without prior notice. We may discontinue any or all giving initiatives at our sole discretion.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Company Trademarks and Copyrights

All content on our Website and in our marketing materials, including but not limited to:

"Movement NFC," "Movement NFC Timepieces," "MV1 CARDIUM," "The Hundred," "The Collective," "The Winding Room," and all related brand names, logos, and slogans
Product designs, images, videos, graphics, and text
Website design, layout, and functionality
are the exclusive property of Movement NFC Timepieces LLC and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

You may not:

Use our trademarks, logos, or brand names without prior written permission
Copy, reproduce, distribute, or create derivative works from our Website content
Reverse-engineer, disassemble, or attempt to extract the NFC technology or programming
Remove or alter any copyright, trademark, or proprietary notices
12.2 Customer-Uploaded Content (Logos, Images, Engravings)
When you provide logos, images, text, or other content for NFC programming or custom engraving, you represent and warrant that:

You own all rights to the content, or have obtained all necessary permissions and licenses
The content does not infringe on any third-party intellectual property rights
The content does not violate any laws or regulations
License to Movement NFC: You grant Movement NFC Timepieces LLC a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, display, and store your uploaded content solely for the purposes of:

Manufacturing and programming your Timepiece
Providing customer service and concierge support
Internal record-keeping and archival purposes
12.3 Use of Customer Content in Marketing
Movement NFC Timepieces LLC may request permission to use your uploaded logos, images, or photos of your Timepiece in our marketing materials, social media, website, or promotional content.

We will only use your content in marketing with your express written consent. If you grant permission, you agree that:

We may use your content in any marketing medium (print, digital, social media, video, etc.)
You will not receive compensation or royalties for such use
You may revoke permission at any time by contacting our concierge service (we will cease future use, but cannot remove previously published content)
12.4 Customer Use of Product in Marketing
You are encouraged to use photos and videos of your MV1 CARDIUM Timepiece in your own marketing, social media, and promotional content. This is part of the networking and personal branding purpose of the Product.

When doing so:

You may reference "Movement NFC" or "MV1 CARDIUM" to identify the Product
You may not imply endorsement, sponsorship, or partnership with Movement NFC Timepieces LLC without our prior written consent
You may not use our logos or trademarks in a manner that could cause confusion or dilution of our brand

12.5 Infringement Claims
If you believe any content on our Website infringes your intellectual property rights, contact us immediately at Hello@movementnfc.com with:

Description of the copyrighted work or trademark you believe has been infringed
Identification of the allegedly infringing material and its location on our Website
Your contact information and a statement of good faith belief that the use is not authorized
A statement, under penalty of perjury, that the information in your notice is accurate and that you are the rights owner or authorized to act on their behalf
Your physical or electronic signature
We will investigate and respond in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws.

13. USER CONDUCT AND PROHIBITED ACTIVITIES
You agree not to:

13.1 Fraudulent or Illegal Activity
Use the Website or purchase Products for any unlawful purpose
Provide false, inaccurate, or misleading information
Use stolen credit cards or payment information
Engage in fraudulent chargebacks or payment disputes
13.2 Interference with Operations
Disrupt, disable, or interfere with the Website's functionality
Use bots, scrapers, or automated tools to access the Website
Attempt to gain unauthorized access to our systems, servers, or databases
Introduce viruses, malware, or harmful code
13.3 Misuse of NFC Technology
Reverse-engineer, hack, or tamper with the NFC sensors or programming
Use the NFC technology for unlawful data collection or unauthorized tracking
Attempt to clone, duplicate, or counterfeit NFC profiles
13.4 Trademark Infringement and Counterfeiting
Manufacture, sell, or distribute counterfeit or replica Movement NFC products
Use our trademarks, logos, or brand names without authorization
Falsely claim affiliation with or endorsement by Movement NFC Timepieces LLC
Violation of this Section 13 may result in:

Immediate termination of your account and concierge service access
Cancellation of your order without refund
Legal action and pursuit of damages
Reporting to law enforcement authorities
14. PRIVACY AND DATA PROTECTION
Your personal information is governed by our Privacy Policy, available at [movementnfc.com/privacy-policy]. By using our Website and purchasing our Products, you

consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

Key points:

We collect personal information (name, email, phone, address, payment info) to process orders and provide services
We store your NFC contact profile information securely in our backend systems
We do not sell your personal information to third parties
You have rights to access, correct, or delete your personal data (see Privacy Policy for details)
We comply with the Virginia Consumer Data Protection Act (VCDPA) and other applicable privacy laws
NFC Profile Data:

Your NFC contact profile is stored on our secure servers
We maintain a private registry of all Timepieces and their associated contact profiles
You may update your NFC profile unlimited times, for free, for life
You may request deletion of your NFC profile data at any time (subject to legal retention requirements)
Data Security:

We use industry-standard encryption and security measures
All payment processing is handled by PCI-DSS compliant third-party processors
We do not store complete credit card information on our servers
For full details, please review our Privacy Policy.

15. LIMITATION OF LIABILITY
TO THE MAXIMUM EXTENT PERMITTED BY LAW:

15.1 Exclusion of Consequential Damages
MOVEMENT NFC TIMEPIECES LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

Loss of profits, revenue, or business opportunities
Loss of data or information
Business interruption or downtime
Loss of goodwill or reputation
Costs of substitute products or services
Personal injury or emotional distress (except as required by law)
THIS LIMITATION APPLIES REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Cap on Total Liability
IN NO EVENT SHALL MOVEMENT NFC TIMEPIECES LLC'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR PURCHASE EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

For example, if you purchased an Artisan configuration for $550, our maximum liability to you is $550, regardless of the nature or number of claims.

15.3 Exceptions
Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Nothing in these Terms limits liability for:

Death or personal injury caused by gross negligence or willful misconduct
Fraud or fraudulent misrepresentation
Any other liability that cannot be excluded or limited by law
15.4 Basis of the Bargain
You acknowledge and agree that these limitations of liability are fundamental elements of the agreement between you and Movement NFC Timepieces LLC, and that we would not sell Products at the prices offered without these limitations.

16. INDEMNIFICATION
You agree to defend, indemnify, and hold harmless Movement NFC Timepieces LLC, its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or related to:

Your violation of these Terms or any applicable law or regulation
Your violation of any third-party rights, including intellectual property rights or privacy rights
Your misuse of the Product or NFC technology
Any content you upload or provide to us (logos, images, engraving text, NFC profile information)
Your fraudulent or illegal activity
Your negligence or willful misconduct
We reserve the right to assume exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with our defense of such claim. You may not settle any claim without our prior written consent.

17. DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER
PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

17.1 Informal Dispute Resolution
Before initiating any formal dispute resolution, you agree to contact us at Hello@movementnfc.com to attempt to resolve the dispute informally. Provide:

Your name, order number, and contact information
Detailed description of the dispute
Your desired resolution
We will respond within 30 days and work in good faith to resolve the matter. If we cannot reach a resolution within 60 days, either party may proceed to arbitration as described below.

17.2 Binding Arbitration Agreement
YOU AND MOVEMENT NFC TIMEPIECES LLC AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THESE TERMS, YOUR PURCHASE, OR YOUR USE OF OUR PRODUCTS OR WEBSITE (COLLECTIVELY, "DISPUTES") SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING INDIVIDUAL ARBITRATION, RATHER THAN IN COURT, EXCEPT AS SET FORTH BELOW.

Covered Disputes include:

Contract disputes
Warranty claims (except those resolved through our concierge service)
Product defect or quality claims
Refund or return disputes
Intellectual property disputes
Privacy or data protection disputes
Any other disagreement between you and Movement NFC Timepieces LLC
Exceptions (Not Subject to Arbitration):

Small claims court actions (if the dispute qualifies)
Injunctive or equitable relief to protect intellectual property rights
Disputes related to the validity or enforceability of this arbitration agreement
17.3 Arbitration Rules and Procedures
Arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect, except as modified by this Section 17.

Key terms:

Location: Arbitration will take place in Fairfax County, Virginia, or another mutually agreed location
Single Arbitrator: One neutral arbitrator mutually agreed upon by the parties (or appointed by AAA if we cannot agree)
Written Decision: The arbitrator will issue a written decision with findings of fact and conclusions of law
Discovery: Limited discovery as permitted by the AAA rules

Costs: Each party pays its own arbitration costs and attorneys' fees, except as provided in Section 17.6 (Loser Pays Attorney's Fees)
Governing Law: Virginia law (see Section 19)
To initiate arbitration:

Send written notice to Movement NFC Timepieces LLC at 7005 Benjamin Street, McLean, VA 22101
File a demand for arbitration with the AAA (www.adr.org)
Pay applicable AAA filing fees (subject to fee waiver rules)
17.4 Class Action Waiver
YOU AND MOVEMENT NFC TIMEPIECES LLC AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

This means:

No class arbitrations
No class action lawsuits
No consolidated arbitrations involving multiple customers
No representative actions on behalf of others
The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

If this class action waiver is found to be unenforceable, the entire arbitration agreement in Section 17 shall be null and void (but the remainder of these Terms remains enforceable).

17.5 Severability of Arbitration Provisions
If any portion of this Section 17 is found to be invalid or unenforceable, the remainder of this Section 17 and these Terms shall remain in full force and effect.

17.6 Loser Pays Attorney's Fees
In any arbitration, litigation, or dispute resolution proceeding arising from these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs from the non-prevailing party.

"Prevailing party" means the party that obtains substantially the relief it sought, as determined by the arbitrator or court.

This provision incentivizes good-faith dispute resolution and discourages frivolous claims.

17.7 Opt-Out Right

You have the right to opt out of this arbitration agreement by sending written notice to Movement NFC Timepieces LLC within thirty (30) days of your first purchase. Your opt-out notice must include:

Your name, email address, and order number
A clear statement that you wish to opt out of the arbitration agreement
Your signature (physical or electronic)
Send opt-out notices to: Movement NFC Timepieces LLC
Attn: Legal Department - Arbitration Opt-Out
7005 Benjamin Street
McLean, VA 22101

If you opt out, all other provisions of these Terms still apply, but disputes will be resolved in court (see Section 17.8).

17.8 Jurisdiction and Venue for Non-Arbitrated Disputes
If you opt out of arbitration, or if a dispute falls within the exceptions listed in Section 17.2, you agree that any judicial proceeding shall be brought exclusively in the state or federal courts located in Fairfax County, Virginia.

You irrevocably consent to the personal jurisdiction and venue of these courts and waive any objection based on inconvenient forum.

18. FORCE MAJEURE
Movement NFC Timepieces LLC shall not be liable for any delay or failure to perform our obligations under these Terms if such delay or failure is caused by circumstances beyond our reasonable control, including but not limited to:

Acts of God (earthquakes, floods, fires, storms, pandemics)
War, terrorism, civil unrest, or government action
Labor disputes, strikes, or lockouts
Failure of suppliers, manufacturers, or shipping carriers
Power outages, internet failures, or telecommunications disruptions
Supply chain disruptions or material shortages
Public health emergencies or quarantine restrictions
In the event of a force majeure:

We will make reasonable efforts to notify you of the delay
We will resume performance as soon as reasonably practicable
The affected obligations will be suspended for the duration of the force majeure event
If we cannot fulfill your order due to force majeure lasting more than 60 days, you will receive a full refund to your original payment method
This is your sole remedy for force majeure-related delays or failures.

19. GOVERNING LAW
These Terms and any disputes arising out of or related to these Terms, your purchase, or your use of our Products or Website shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

20. SEVERABILITY
If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties.

21. WAIVER
Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision unless acknowledged and agreed to by us in writing.

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

22. ENTIRE AGREEMENT
These Terms, together with our Privacy Policy and any other legal notices or policies published on our Website, constitute the entire agreement between you and Movement NFC Timepieces LLC regarding your purchase and use of our Products.

These Terms supersede all prior or contemporaneous agreements, communications, and proposals (whether oral, written, or electronic) between you and us.

23. ASSIGNMENT
You may not assign, transfer, or delegate your rights or obligations under these Terms without our prior written consent.

Movement NFC Timepieces LLC may assign or transfer these Terms, in whole or in part, to any affiliate, successor, or purchaser of our business or assets without restriction and without your consent.

24. NO THIRD-PARTY BENEFICIARIES
These Terms are for the sole benefit of you and Movement NFC Timepieces LLC. No third party has any right to enforce or benefit from any provision of these Terms.

25. MODIFICATIONS TO THESE TERMS

Movement NFC Timepieces LLC reserves the right to modify, amend, or update these Terms at any time in our sole discretion. Changes will become effective upon posting the updated Terms on our Website.

We will notify you of material changes by:

Updating the "Last Updated" date at the top of this document
Posting a prominent notice on our Website
Sending email notification to your registered email address (for existing customers)
Your continued use of our Website or purchase of Products after changes become effective constitutes your acceptance of the revised Terms.

If you do not agree with the updated Terms, you must stop using our Website and may not make future purchases. Previously purchased Products remain subject to the Terms in effect at the time of purchase.

26. CONTACT INFORMATION
For questions, concerns, or inquiries regarding these Terms, contact Movement NFC Timepieces LLC:

Movement NFC Timepieces LLC
7005 Benjamin Street
McLean, VA 22101

Customer Service:
Email: Hello@movementnfc.com
Phone: +1 (571) 265-4746

Legal Inquiries:
Email: Hello@movementnfc.com
Subject Line: "Legal - Terms and Conditions"

Business Hours:
Monday - Friday: 9:00 AM - 6:00 PM EST
Saturday - Sunday: Closed (emergency support available via email)

27. ACKNOWLEDGMENT
BY PLACING AN ORDER, CREATING AN ACCOUNT, OR USING OUR WEBSITE, YOU ACKNOWLEDGE THAT:

✓ You have read, understood, and agree to be bound by these Terms and Conditions in their entirety
✓ You have read and agree to our Privacy Policy
✓ You are at least 18 years of age and have the legal capacity to enter into this agreement

✓ All information you provide is true, accurate, and complete
✓ You understand that all sales are final and refunds are not provided except as expressly stated
✓ You agree to binding arbitration and waive your right to participate in class actions
✓ You consent to the jurisdiction of Fairfax County, Virginia courts (if arbitration does not apply)
✓ You understand the limitations of warranty, liability, and remedies available to you

These Terms and Conditions are effective as of January 20, 2026, and govern all purchases from Movement NFC Timepieces LLC.

Thank you for joining The Hundred. Your timepiece is more than an accessory—it's a legacy.