

MOBILE MEDIA PLUS TERMS OF SERVICE

Mobile Media Plus hereinafter referred as “Company” and you as the buyer hereinafter referred to as “Purchaser” agrees to the following Mobile Media Plus Terms of Service Agreement.

TERMS OF SERVICE

The Company will provide the services the Purchaser has paid for through selecting and then paying for the service of choice online through the MobileMediaPlus.com website, app, invoice, or other online systems.

The Company agrees to develop, design, program and/or code the systems required to complete and provide the services that the Purchaser has paid for in a timely manner, as stated on MobileMediaPlus.com website overview page for the selected and paid for package/service.

WEBSITE/APP/SOFTWARE CODE

The Purchaser specifically understands that the software and/or code for the services purchased is solely owned by the Company (or other entities that the Company has agreements with) and is NOT owned and will NEVER be owned by any Purchaser or any of the Websites, Apps or Software that is paid for by the Purchaser. The Websites, Apps or Software that has been paid for by the Purchaser is Licensed to the Purchaser by the Company for the Length of the active service ONLY and will be renewed each month with this service agreement via the Monthly Hosting, License and Maintenance fee.

PURCHASER RESPONSIBILITY

CONTENT

The Purchaser agrees that the information provided is owned or has authorization to use and DOES NOT infringe on any trademark or copyright laws that is to be published on the Purchaser’s Website, App or other services that is publicly published. Purchaser further agrees the Purchaser will hold harmless the Company for any content submitted or provided that is not owned by the Purchaser. The Purchaser agrees to pay for all claims including legal fees, judgements and all expenses arising from such claims made against the Company for all content submitted by the Purchaser.

COMMUNICATION

The Purchaser understands that it is the Purchaser’s responsibility to communicate (via the Mobile Media Plus website support page or Company official support email address (support[[@](mailto:support@mobilemediaplus.com)]mobilemediaplus.com)) regarding any updates or changes that are required for the Company to maintain the Purchaser Website, App, Software or paid for Service. The Company is available Monday through Friday from 9:00 am to 5:00 pm EST (Eastern Standard Time) for immediate Phone Support and after-hours via Email Support. ALL Changes for Website, App and Software should be submitted in writing (via the Mobile Media Plus website support page or Company official support email address (support[[@](mailto:support@mobilemediaplus.com)]mobilemediaplus.com)).

PURCHASER INTEGRITY

The Purchaser agrees not to intentionally submit any virus or digital malware or circumvent any of the Mobile Media Plus, LLC systems or services to gain an illegal advantage with regards to billing, lead collections or delivery via email, text message or push notifications without penalty and/or cancellation of services or monetary penalties.

CANCELLATION AND REFUNDS

The Purchaser further understands that any services that are paid for is by choice and that while all services are not refundable, ALL services can be cancelled at any time with a 30-Day Notice in writing (received by Mobile Media Plus, LLC in a text message, email or official mail service) from the Purchaser if the services is older than 14-days of age.

PAYMENTS AND LATE FEES

As of January 1, 2021, the Company ONLY accepts payment via the MobileMediaPlus.com website/app payment system for:

- Setup Fees
- Monthly Fess
- Custom Service/Software Fees

All fees are due at the time of service and any monthly fees that are NOT collected via the payment system can causes any service to be suspended for non-payment will incur a 15% reconnection fee + the required monthly fees. If any account is suspended for more than 30 Calendar days from the originally monthly payment due date. All fees will be processed via the MobileMediaPlus.com website/app payment system ONLY.

THIRD PARTY SERVICES

Purchaser at their sole responsibility to maintain any required third-party services that are connected to the Company services (i.e. Domains, Phone Numbers, Software) for the Company Services to function unless otherwise agreed to by the Company in which the Purchaser will receive and pay for third-party services via invoice for the third-party service.

TOTAL PURCHASE/SERVICE AGREEMENT

The Purchaser agrees the Company can modify this agreement at any time so as long as the Company sends out a modified agreement via the email address the Company has on file for the Purchaser. The Purchaser and update their email and other contact information and will as billing information via the My Account page or the MobileMediaPlus.com website.

Effective Date: December 23, 2020