

Terms and Conditions ("Terms")

Last updated: 01/14/18

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Map My Customers mobile application and website (the "Service") operated by Map My Customers, Inc ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and understand that there is no tolerance for objectionable content. If you disagree with any part of the terms then you may not access the Service.

Content

Our Service allows you to upload, , store, link, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or

any other rights of any person.

Map My Customers is not compliant with HIPAA, PCI, etc. Any and all data that falls under legal compliance is not allowed within the Map My Customers platform. Failing to comply with this item will require an immediate termination of your account without refund and deletion of the data if not removed within 48 hours. Map My Customers is not responsible in any form or fashion for data that falls under legal compliance that is put into the Map My Customers Platform.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Map My Customers, Inc.

Map My Customers, Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of

any third party web sites or services. You further acknowledge and agree that Map My Customers, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Membership

Your Map My Customers membership, which may start with a free trial, will continue over the agreed upon time period that is equal to your term length, this can be monthly, quarterly, annually or multi year, and automatically renew unless and until you cancel your membership via contact with support or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use the Map My Customers service. We will bill the membership fee to your Payment Method. You must cancel your membership before it renews each period in order to avoid billing of the period's membership fees to your Payment Method.

Differing Memberships.

We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in these Terms of Use will be disclosed at your sign-up or in other communications made available to you. You

can find details around your membership plan by reaching out to support at support@mapmycustomers.me Some promotional memberships are offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered membership plans.

Your Map My Customers membership may start with a free trial. The free trial period of your membership lasts for the designated amount agreed upon with our sales team. For combinations with other offers, restrictions may apply. Free trials are for new and certain former members only. Map My Customers reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will remove access to our platform at the end of the free trial period of your membership and once paid, your membership will automatically renew at the agreed upon period unless you cancel prior to the end of the free trial period. To view the specific details of your membership, including membership price and end date of your free trial period, please contact support. We may authorize your Payment Method through various methods, including authorizing it up to approximately one period worth of cost.

For cancellation questions, email support@mapmycustomers.me . We will continue to bill your Payment Method on the given period basis for your membership fee until you cancel.

Recurring Billing.

By starting your Map My Customers membership and providing or designating a Payment Method, you authorize us

to charge you a membership fee at the then current rate, and any other charges you may incur in connection with your use of the Map My Customers service, such as taxes or possible transaction fees, to your Payment Method. You acknowledge that the amount billed each period may vary from period to period for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed for the period in one or more charges.

Price Changes.

We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you. Any and all separate price agreements will override this clause if agreed upon before membership with our sales team.

Billing Cycle.

The membership fee for our service will be billed at the beginning of the paying portion of your membership and each stated period thereafter unless and until you cancel your membership. We automatically bill your Payment Method each period on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event

your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Map My Customers membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership. For your renewal date, please contact support at support@mapmycustomers.me. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, period or given period refers to your billing cycle.

No Refunds.

PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Payment Methods.

You may edit your Payment Method by contacting support at support@mapmycustomers.me. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. We may update your Payment Method with information provided by the applicable payment service provider, and you authorize us to continue to charge the membership fee to the updated Payment Method. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Cancellation.

You may cancel your Map My Customers membership at any time, and you will continue to have access to the Map My Customers service through the end of your billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-PERIOD MEMBERSHIP PERIODS OR UNUSED SERVICE. To cancel, email support@mapmycustomers.me. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, email support@mapmycustomers.me. If you signed up for Map My Customers using your account with a third party as a Payment Method, and wish to cancel your membership at any time, including during your free trial, you may need to do so through such third party, including by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from, the service

through that third party. You may also find billing information about your membership by contacting the third party.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation Of Liability

In no event shall Map My Customers, Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content,

whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Map My Customers, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior

agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us at support@mapmycustomers.me or call +1 (919)-694-6839.