

Terms and Conditions ("Terms")

Last updated: May 24, 2018

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Map My Customers mobile application(s) or 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.

Security

Map My Customers is a cloud application that runs on Amazon Web Services (AWS), which is one of the most secure computing infrastructures in the world. It is relied upon by companies such as Netflix, Expedia and SAP.

The AWS global infrastructure is designed and managed according to security best practices as well as a variety of security compliance standards. The AWS infrastructure is built to satisfy the requirements of the most security-sensitive organizations. For learn more on visit: <https://aws.amazon.com/security/>.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, location information, 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) and you 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.

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.

Monthly plans will be refunded for the following month if you cancel before the start of the next billing cycle. An annual plan must be canceled within 2 weeks after the start of a new billing cycle to be refunded.

Any accounts greater than or equal to 5 licenses and paid by credit card will be subject to a 3% recurring fee.

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 reach out to our support team to stop 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.

To ask questions or comment about these Terms, please contact us at legal@mapmycustomers.me or by snail mail at:

Map My Customers, Inc.
Attn: Legal
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