

CONDITIONS OF USE

Effective Date: January 1, 2020

1. INTRODUCTION

BEFORE YOU USE ANY SERVICES OFFERED BY MODERN TECH MEDIA, LLC, PLEASE READ THESE TERMS OF SERVICE ("TERMS") CAREFULLY. BY USING OUR SERVICES, YOU, YOUR BUSINESS ENTITY, YOUR CLIENTS, AND ANY USERS ACCESSING OUR SERVICES THROUGH YOUR ACCOUNT OR BUSINESS OPERATIONS ("YOU" OR "USER") AGREE TO BE BOUND BY THESE TERMS. MODERN TECH MEDIA, LLC ("MODERN TECH MEDIA," "WE," "US," OR "OUR") PROVIDES CUSTOM WEBSITE DEVELOPMENT, SOFTWARE, TECHNOLOGY SOLUTIONS, AND OTHER DIGITAL SERVICES. BY CONTINUING TO USE THE SERVICES AFTER ANY MODIFICATIONS TO THESE TERMS, YOU AGREE TO BE BOUND BY THE UPDATED TERMS.

SECTION 14 (DISPUTE RESOLUTION & ARBITRATION) CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND MODERN TECH MEDIA ARE RESOLVED, INCLUDING A WAIVER OF CLASS ACTION RIGHTS AND A REQUIREMENT FOR BINDING ARBITRATION. BY ACCEPTING THESE TERMS, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW, INCLUDING YOUR RIGHT TO A JURY TRIAL. PLEASE REVIEW SECTION 14 CAREFULLY.

2. MODIFICATIONS TO TERMS

Modern Tech Media may update these Terms at any time. We will notify Users of material changes by posting the revised Terms on our website and/or notifying you via email. Your continued use of the Services after such changes become effective constitutes your acceptance of the revised Terms.

3. ELIGIBILITY

To access or use our Services, you must be at least 18 years old or the legal age of majority in your jurisdiction. If using the Services on behalf of a company, you represent that the company is legally authorized to enter into these Terms.

4. USER RESPONSIBILITIES

Users agree to:

- Provide accurate and up-to-date information.
- Maintain the confidentiality of their credentials and be responsible for all activities under their account.

- Comply with all applicable laws and regulations.
- Not engage in fraudulent, abusive, or unlawful activities while using the Services.
- Ensure compliance with data privacy and security laws when handling customer and end-user data.

5. LICENSE AND USAGE RESTRICTIONS

Modern Tech Media grants Users a limited, non-exclusive, revocable, non-transferable right to use the Services. Users may not:

- Reverse-engineer, modify, or distribute any part of the Services without our written consent.
- Use the Services for illegal or unauthorized purposes.
- Interfere with or disrupt the integrity of the Services.
- Misrepresent their affiliation with Modern Tech Media.

6. FEES AND PAYMENTS

- Users must pay fees as specified in service agreements or invoices.
- Late payments may result in suspension or termination of Services.
- Clients charging their end users for access to our Services are solely responsible for compliance with billing laws and policies.

7. DATA PRIVACY & USAGE RIGHTS

Modern Tech Media processes and collects personal and business data in accordance with its Privacy Policy. By using our Services, you expressly grant Modern Tech Media, LLC an unrestricted, irrevocable, perpetual, royalty-free, and worldwide right to use, analyze, aggregate, and share any data collected, including that of your clients and end users, for any purpose, including but not limited to, improving our products and services, marketing, analytics, and third-party partnerships.

Users integrating our Services must inform their end users of data processing practices. Unauthorized collection, access, or misuse of data is strictly prohibited.

8. THIRD-PARTY SERVICES

- The Services may integrate with third-party platforms. Users acknowledge that third-party terms govern those integrations.
- Modern Tech Media is not responsible for issues arising from third-party services.

9. INTELLECTUAL PROPERTY

- All intellectual property related to the Services remains the sole property of Modern Tech Media.

- Users grant Modern Tech Media a non-exclusive license to use submitted content necessary to provide the Services.

10. TERMINATION

MODERN TECH MEDIA RESERVES THE RIGHT TO TERMINATE ANY USER'S ACCESS TO THE SERVICES AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT NOTICE. TERMINATION DOES NOT RELIEVE USERS OF OUTSTANDING PAYMENT OBLIGATIONS.

We may also suspend or terminate access if a User:

- Violates these Terms.
- Engages in disruptive or harmful activities.
- Fails to make required payments.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- MODERN TECH MEDIA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM SERVICE USE.
- TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE USER IN THE PAST SIX (6) MONTHS.
- USERS WAIVE RIGHTS TO PARTICIPATE IN CLASS ACTIONS AGAINST MODERN TECH MEDIA.

12. INDEMNIFICATION

Users agree to indemnify, defend, and hold Modern Tech Media harmless from any claims, damages, or liabilities arising from:

- Unauthorized use of the Services.
- Violation of laws or third-party rights.

13. GOVERNING LAW

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles.

14. DISPUTE RESOLUTION & ARBITRATION

ALL DISPUTES SHALL BE RESOLVED THROUGH BINDING ARBITRATION IN FLORIDA. USERS WAIVE THEIR RIGHT TO FILE CLASS-ACTION LAWSUITS.

Before arbitration, parties must attempt informal resolution. If unsuccessful, disputes will be resolved by arbitration under the American Arbitration Association (AAA) rules. Arbitration shall be conducted on an individual basis.

15. ELECTRONIC COMMUNICATIONS CONSENT AGREEMENT

By using our Services, you consent to receive notices, agreements, disclosures, and other communications electronically. Communications may be delivered via email, website notifications, or other electronic means. Your electronic signature has the same legal effect as a handwritten signature. You are responsible for keeping your contact information up to date to ensure proper receipt of communications.

16. CONTACT INFORMATION

For any inquiries, contact us at: Modern Tech Media, LLC

Email: mtm.customers@gmail.com

Location: Florida, USA