

Terms of Service

Posted: January 31st, 2025

Effective: January 31st, 2025

Welcome to **mtm.business**, a website operated by **Modern Tech Media, LLC** (“**Modern Tech Media**,” “**MTM**,” “**we**,” “**us**,” or “**our**”). These Terms of Service (“**Terms**”) govern your access to and use of our websites, software, applications, dashboards, portals, and related services, including subscriptions and payments processed by Stripe (collectively, the “**Services**”). By accessing or using the Services, you agree to these Terms.

U.S.–Only

We operate **exclusively in the United States** and do not accept international clients. The Services are intended for **U.S. residents** only.

If you do not agree to these Terms, do not use the Services.

1) Privacy

Please review our **Privacy Policy**, which describes how we collect, use, and share information. The Privacy Policy is incorporated into these Terms by reference.

2) Eligibility; Your Account

You must be **18 years of age or older** (or the age of majority in your state) to use the Services. You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account. Notify us immediately of any unauthorized use.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders or subscriptions in our sole discretion, subject to applicable law.

3) Electronic Communications & E-Sign

When you visit **mtm.business**, create an account, or send us emails, you communicate with us electronically. You consent to receive communications from us electronically (including emails, in-app messages, and posted notices) and agree that all notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing. You consent to the use of electronic signatures and records in connection with the Services.

4) License and Site Access

We grant you a limited, revocable, nonexclusive, nontransferable license to access and make personal or internal business use of the Services, strictly as permitted by these Terms and any applicable order form or subscription plan. This license **does not** include:

- Any resale or commercial use of the Services or content (except as expressly permitted);
- Collection or use of product/service listings, descriptions, or prices except as intended by the Services;
- Any derivative use, scraping, data mining, robots, or similar data-gathering/extraction tools;
- Downloading (other than page caching) or copying account information for the benefit of another merchant; or
- Framing or using framing techniques to enclose any trademark, logo, or other proprietary information without our express written consent.

Any unauthorized use terminates the license we grant.

You may create a hyperlink to our home page so long as the link does not portray MTM or our products/services in a false, misleading, derogatory, or otherwise offensive manner and does not imply sponsorship or endorsement without our written permission.

5) Acceptable Use

You agree not to (and not to permit, enable, or assist others to):

- Use the Services for unlawful, infringing, harmful, or fraudulent activities;
 - Interfere with or disrupt the integrity or performance of the Services, including through denial-of-service attacks, scanning, or probing;
 - Attempt to gain unauthorized access to the Services or related systems;
 - Reverse engineer, decompile, disassemble, or attempt to derive source code of the Services (except to the extent such restrictions are prohibited by law);
 - Misrepresent your identity or affiliation;
 - Upload or transmit viruses, malware, or other harmful code;
 - Send spam, unsolicited messages, or content that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing, or otherwise objectionable.
-

6) User Content; Reviews, Comments, and Feedback

If you post, upload, or submit content (including reviews, comments, suggestions, ideas, questions, or other materials) (“**User Content**”):

- You represent and warrant you own or control all rights in your User Content and it does not violate law or the rights of any person or entity.
- You grant MTM a **nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable license** to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content in any media for operating, improving, and promoting the Services.
- We may (but are not obligated to) monitor, edit, remove, or disable access to User Content at our discretion.

MTM takes no responsibility and assumes no liability for any User Content posted by you or any third party.

7) Intellectual Property

All content on the Services—including text, graphics, logos, icons, images, audio clips, software, data compilations, and look-and-feel—is owned by MTM or its licensors and protected by U.S. copyright and other intellectual property laws. The compilation of all content is the exclusive property of MTM.

Trademarks. “Modern Tech Media,” “mtm.business,” and associated marks and trade dress are trademarks of MTM. You may not use our trademarks without our prior written permission. Third-party marks appearing on the Services are the property of their respective owners.

8) Software; Updates; Beta

We may provide software, SDKs, scripts, or other code as part of the Services. Subject to these Terms, we grant you a limited, revocable, nonexclusive, nontransferable license to use such software solely to access and use the Services. We may provide automatic updates or upgrades. Certain features may be labeled **beta**, **preview**, or **experimental**; such features are provided **AS IS** and may be modified or discontinued at any time.

9) Custom Development; Ownership; Client Materials

For custom development or professional services:

- **Client Materials.** You retain ownership of your pre-existing content, data, and trademarks that you supply (“Client Materials”). You grant MTM a license to use the Client Materials as needed to provide the Services.
- **MTM Materials.** MTM owns and retains all right, title, and interest in and to the Services, our software, platforms, frameworks, libraries, tools, know-how, and any generic or reusable components developed or improved while providing services (“MTM Materials”).
- **Deliverables.** Unless otherwise agreed in a mutually signed statement of work or order (“SOW/Order”), (i) MTM retains ownership of Deliverables and grants you a nonexclusive license to use Deliverables solely with the Services and for your internal business purposes; and (ii) nothing transfers MTM’s underlying IP, frameworks, or tools.

If a SOW/Order specifies different IP terms (e.g., work-made-for-hire or assignment), those written terms control for that SOW/Order.

10) Third-Party Services (Including Stripe)

The Services may integrate with or link to third-party services (e.g., **Stripe** for payments). Your use of third-party services is subject to their terms and privacy policies. We are not responsible for third-party services and do not control their content or practices. Stripe may act as an independent controller of certain payment data; see Stripe’s terms and privacy policy.

11) Subscriptions, Payments, and Billing (Stripe)

We use **Stripe** to process one-time payments and recurring subscriptions.

Billing Authorization. By starting a subscription or making a purchase, you authorize us (via Stripe) to **charge your payment method** for recurring fees, applicable taxes, and any other charges you incur in connection with the Services.

Auto-Renewal. Subscriptions automatically renew **until canceled**. If you do not want to renew, cancel before the next billing cycle in your account or by contacting us in time for processing.

Pricing & Changes. Prices, plans, and features may change. We will provide **advance notice** of material pricing changes (e.g., 30 days). Your continued use after the effective date constitutes acceptance of the new pricing.

Failed Payments. If a payment fails, we may retry, request that you update your payment method, and/or **suspend or terminate** access until payment is received.

Taxes. Prices may exclude taxes. You are responsible for any applicable sales, use, or similar taxes (we may collect when required).

Refunds. Unless stated in a specific refund policy or required by law, **all fees are nonrefundable** and **credits are not provided** for partially used periods.

Chargebacks. Please contact us to resolve billing issues. **Unauthorized or improper chargebacks** may be treated as a breach of these Terms and may result in suspension or termination.

12) Orders, Shipping, and Risk of Loss (If Applicable)

If we sell physical items or ship deliverables, **title and risk of loss** pass to you upon our delivery to the carrier, unless otherwise stated in a specific order. Product descriptions are provided in good faith but we do not warrant they are error-free; if a product is not as described, your sole remedy is to return it unused in accordance with our posted return policy (if any).

13) Disclaimer of Warranties

THE SERVICES (INCLUDING ANY SOFTWARE, CONTENT, OR BETA FEATURES) ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE**.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, MTM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT**, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE **ERROR-FREE, SECURE, OR UNINTERRUPTED**.

Some states do not allow limitations on implied warranties, so the above may not apply to you.

14) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MTM AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS WILL **NOT** BE LIABLE FOR **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, OR FOR ANY **LOSS OF**

PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR **TOTAL LIABILITY** FOR ANY CLAIMS **ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS** WILL NOT EXCEED THE **AMOUNTS YOU PAID TO MTM FOR THE SERVICES IN THE TWELVE (12) MONTHS** BEFORE THE EVENT GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

Some states do not allow exclusion or limitation of certain damages, so some of the above may not apply.

15) Indemnification

You agree to **defend, indemnify, and hold harmless** MTM and its affiliates, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your User Content; (c) your breach of these Terms or violation of law; or (d) any dispute between you and a third party.

16) Suspension and Termination

We may suspend or terminate your access to the Services, with or without notice, if we believe you violated these Terms, your account is at risk, or as required by law. You may cancel your subscription at any time; cancellation is effective at the end of your current billing period unless otherwise stated.

Upon termination, your license and access rights immediately cease. Sections that by their nature should survive (e.g., IP ownership, disclaimers, limits of liability, indemnity, arbitration) will survive termination.

17) Modifications to the Services or Terms

We may modify the Services or these Terms at any time. If we make material changes, we will post the updated Terms and update the "Effective" date, and may provide additional notice as required. Continued use after changes become effective constitutes acceptance.

18) Governing Law; Venue (U.S.–Only)

These Terms and any disputes arising out of or related to them or the Services are governed by the laws of the **State of Florida**, without regard to conflict of law rules. The Services are offered only in the United States; you represent you are a U.S. resident when using the Services.

19) Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. It affects your rights.

Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or the Services (collectively, “**Disputes**”) will be resolved by **binding arbitration** administered by the **American Arbitration Association (AAA)** under its applicable rules. The arbitration will be conducted in **Palm Beach County, Florida**, in English, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

Exceptions. Either party may bring an individual action in **small claims court** or seek **injunctive or other equitable relief** in a court of competent jurisdiction for claims related to intellectual property or unauthorized use of the Services.

Class Action Waiver. Disputes must be brought **solely in your or our individual capacity**, and **not as a plaintiff or class member** in any purported class or representative proceeding. The arbitrator may not consolidate claims of more than one person or preside over any form of a representative or class proceeding.

20) Force Majeure

We will not be liable for any delay or failure to perform due to events beyond our reasonable control, including acts of God, labor disputes, supply chain issues, government actions, war, terrorism, network or utility failures, or other force majeure events.

21) Notices

We may provide notices to you via email, in-app messages, or by posting on the Services. You may provide legal notices to **mtm.customers@gmail.com** with the subject line “Legal Notice.”

22) Entire Agreement; Severability; Assignment; No Waiver

These Terms (including any order forms and policies referenced herein) are the **entire agreement** between you and MTM regarding the Services and supersede all prior or contemporaneous agreements on the subject. If any provision is found unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remaining provisions will remain in effect. You may not assign these Terms without our prior written consent; we may assign or transfer them in connection with a merger, acquisition, or sale of assets. Our failure to enforce any provision is not a waiver of our rights.

23) Contact

Questions about these Terms or the Services?
mtm.customers@gmail.com

24) Site Policies

Additional policies (e.g., Shipping, Returns, or specific Service Level or Support terms) may be posted on the site or included in an Order/SOW. Those policies are incorporated by reference and apply to your use of the Services to the extent applicable.