

MDM International MOBILE MARKETING SERVICE AGREEMENT

PURCHASER:

Email

Main Address

Contact Name

Business Phone Number

Cell Phone Number

Fax Number

SMS PRODUCTS AND SERVICES (One Time Setup Fee: \$199)

SMS Messages in addition to the packages below are charged @ 5¢ per outgoing text message.

SMS Additional Keyword(s): \$25 / keyword / month

- SMS Marketing Starter Package: \$39 Per month (includes 500 outbound texts per month & 1 Keyword)
- SMS Marketing Basic Package: \$79 Per month (includes 1000 outbound texts per month & 1 Keyword)
- SMS Marketing Pro Package: \$129 Per month (includes 2500 outbound texts per month & 1 Keyword)
- SMS Marketing Premier Package: \$199 Per month (includes 4.000 outbound texts per month & 1 Keyword)

Number of additional keywords requested. (\$25 per keyword per month)

PRODUCTS AND SERVICE PURCHASE SUMMARY (Please Choose and Add to Total):

		Total
SMS One-Time Setup Fee: \$199	Keyword Choice: <input style="width: 100%;" type="text"/>	SMS Setup \$199 <input style="width: 50px;" type="text"/>
5 Page: \$595 <input type="checkbox"/> 6 Pages: \$695 <input type="checkbox"/> 7 Pages: \$795 <input type="checkbox"/> 8 Pages: \$895 <input type="checkbox"/> 9 to 10 Pages: \$995 <input type="checkbox"/>		Design Pkg <input style="width: 50px;" type="text"/>
Mobile Web site Changes After Initial design: Up to 2 changes per month included. Additional changes: \$50/change		<input style="width: 50px;" type="text"/>
Additional initial web site design pages over 10 pages: \$100 per page		<input style="width: 50px;" type="text"/>
SMS & Keyword Monthly Recurring Total		<input style="width: 50px;" type="text"/>
Additional Services, Please Choose From Below and Add Here		<input style="width: 50px;" type="text"/>
SUBTOTAL		<input style="width: 50px;" type="text"/>
Please Call Us For A Quote For Additional Services As Listed Below and Add To Total.	TOTAL DUE UPON SIGNING	<input style="width: 50px;" type="text"/>

Kiosk Building & Loyalty Programs <input type="checkbox"/>		Balance Due	<input style="width: 50px;" type="text"/>
Mobile Coupons <input type="checkbox"/>	Paypal & Payment Integration <input type="checkbox"/>		
Google Plus Local Setup <input type="checkbox"/>	QR Coupons <input type="checkbox"/>		
Facebook Marketing & Social Plug-ins <input type="checkbox"/>	Virtual Tours <input type="checkbox"/>		

***The term of this agreement for SMS Marketing shall be on a Month to Month basis. You can cancel any time with a 30-day notice. Fees due upon signing include a one time set up fee of \$199, first month of service at the indicated package level above, additional keyword fee(s) and any additional outgoing messages requested. Purchaser agrees that after initial setup, subsequent monthly recurring payments will be debited from the credit card provided to MDM International, by purchaser. Your first credit card payment will be due on (30 days from today's date)

Such transactions will take place each & every month on the above selected date for the length of this contract and every month thereafter until a written request for termination of services is provided by purchaser to MDM International.

By signing this document below, you confirm that you will be bound by the Terms of this agreement and further consent that you have read, understand and agree to the additional Terms and Conditions printed on the following page. All notices, requests, demands, claims, and other communications hereafter will be in writing and addressed to the intended recipient as set forth below: MobileSitesWork4U.com a digital division of MDM International, info@MobileSitesWork4u.com PHONE: 888-663-6932, Fax: (818) 743-7880.

Mobile Marketing Terms and Conditions

MDM International Multi Media HEREIN REFERRED TO AS MDM PROVIDES ALL OF ITS SERVICES SUBJECT TO THESE TERMS OF USE. BY ORDERING SERVICES FROM MobileSitesWork4U.com, YOU, YOUR EMPLOYER, REPRESENTATIVES, AFFILIATES AND THEIR EMPLOYEES, AGENTS, OR ANY OTHER PARTY CONNECTED TO YOUR BUSINESS OR PROFESSION DO WILLINGLY ACCEPT AND AGREE TO ADHERE TO THESE TERMS.

IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, IF YOU ARE NOT AT LEAST 18 YEARS OF AGE OR OLDER, OR IF YOU ARE PROHIBITED BY LAW TO BE A PARTY TO THIS AGREEMENT DO NOT ORDER SERVICES FROM MobileSitesWork4U.com.

IF YOU FAIL TO ADHERE TO THE TERMS LISTED IN THIS AGREEMENT, MDM RESERVES ANY AND ALL RIGHTS TO DISCONTINUE SERVICES BEING PROVIDED TO YOU. ANY AND ALL WRITTEN AGREEMENTS BETWEEN MDM AND YOU ARE INCORPORATED IN THIS AGREEMENT. TO THE EXTENT THAT ANY PART OF THESE TERMS IS CONFLICTING, YOUR WRITTEN AGREEMENT WILL HAVE PRECEDENT AS TO THOSE CONFLICTS.

Services and cancellation

MDM and any and all licensees and affiliates offer Services (the "Service" or "Services") that pertain to Web Design, Mobile SMS solutions and mobile marketing. In order to begin using these services you are required to sign up for one of the service plans offered by us. You may order services at www.MobileSitesWork4U.com or by calling toll free 888-663-6932 or by completing and signing this form. Regardless, all orders are subject to MDM's acceptance of said order and the Terms of Use.

After the terms of your initial agreement you may cancel, reschedule, or modify your contract by contacting the billing department of MDM via email at billing@MobileSitesWork4U.com. Requests must be received no later than 30 days prior to your next scheduled payment which will be recurring monthly on the anniversary of your original subscription.

MDM will use commercially viable efforts to provide the Services to you as are set forth in the orders which MDM International accepts. The Services are for your business use only, and not for resale to or use by any third party unless otherwise agreed in writing. You may reach MDM's customer support services at (818) 457-9888 (inside the US only) or via email at info@MobileSitesWork4U.com. Support is available during normal business hours: 9 am to 5pm Monday through Friday PST.

Use of Services: Through the use of our services you acknowledge that MDM will have access to information (proprietary data) for use in honoring our service commitment to you. Any and all data gathered and maintained by MDM or our affiliates is owned by you. Any information you desire to be utilized by MDM in the process of servicing your account must be provided in a form and format required by MDM.

MDM will take any reasonable and necessary measures to keep your database and proprietary information confidential and will NEVER sell or rent your information. We may use any lists associated with your account (i.e. SMS and Email lists) to gather analytical data for your benefit including but not limited to information concerning gender, location, affiliations, etc. You agree and consent to give us the right to access and conduct analytics and to provide your information, data and lists to 3rd parties for the sole purpose of conducting research on such data. We agree to provide you access to reports and conclusions of such that benefit you.

Unsubscribe list: It is agreed and confirmed that customers who have opted in to any method of communication (mobile or email) may unsubscribe at any time by following the directions attached to each communication. You understand we will immediately remove any and all data of any customer who requests to stop receiving communication. You agree to do the same. Additionally it is mutually agreed that under no circumstances will products or services, alerts or communication relating to your business be sent to any customer who has not opted in to such service. Should you fail to comply with the terms set forth in this agreement you will be assessed a \$250 fine per occurrence. We take SPAMMING very seriously and you should too.

In the event you are supplying to MDM an already developed list of contacts, you agree that they do not contain any contacts that have previously opted out of receiving SMS communications or email. We reserve the right to request verification of opt-in for said subscribers.

Rules: You agree that it is the sole responsibility of yourself to ensure that any and all services you initiate, or request of us and are performed by MDM on your behalf comply with any and all applicable laws and the terms of this agreement.

Privacy: You agree to follow our privacy policy as follows:

MDM and its affiliates are committed to protecting you and your family's privacy when you visit any of our Websites. We do not knowingly collect and keep any of your personal information unless you volunteer it and are 18 years of age or older. In addition, we do not knowingly collect and keep personal information from anyone under the age of 18 without parental consent.

TERMS: Operator fees may apply for receiving text messages. We do not reverse-bill the recipient of the text messages. You must be 18 years or older or have permission from a parent/guardian to participate in any campaign.

MDM solely provides marketing services for participating companies and takes no legal or any other responsibility for services and promotions offered or messages sent to customers. Standard Message & Data rates may apply. Text STOP to SMS Code provided to you in the message to be removed from any marketing and subscription list. Or for Help send an email to info@mobilesiteswork4u.com.

When you provide content, obtain services from, provide services to and communicate with your database it is agreed that you will adopt and maintain a privacy policy stated above.

Content and Uses: You agree that you will NOT:

Use MDM services for any unlawful purpose or intent including but not limited to: 1) Displaying or transmitting Pornographic material, "Adult" products or services or unlawful material or content. 2) Attempt to bypass or "Hack" any of our systems or modify, change, sub-license, reverse engineer, or disassemble any portion of our site or services. 3) Copy, disseminate or reproduce any part of our website(s) without our prior written consent. 4) Never, in any attempt to modify or use our services, utilize any unauthorized proprietary information without our consent. 5) Attempt to SPAM others using our services. 6) Utilize any unauthorized proprietary information without our consent. 6) websites or within our services.

Monitoring: We maintain the right to monitor the use of our services at any time with or without cause. MDM is not however responsible for your actions or liable in any way for your content or any violation of law or our agreement or those relating to CAN SPAM and FCC regulations.

Payment: By using MDM Services, you agree that MDM is permitted to bill you the applicable fees and any other charges for the Services provided by MDM. You agree to pay for these services by using your Credit Card. Prior to access to these services you will set up an account from which payments for Services and charges are debited.

MDM makes it possible for you to establish this automated payment system via establishment of a credit card account. MDM will charge your credit card for any recurring monthly charges on the original sign up anniversary day of each month prior to the month in which Services will be performed. You agree to pay for any fees or services in excess of those included in the package you purchased, at the rate designated at the time of purchase.

Terms of Contract: Subject to the original terms of your package agreement and unless you designated a contract with us for longer than 30 days, your Agreement will be on a month-to-month basis and will continue until it's terminated as described herein.

SUCCESSORS AND ASSIGNS: Each Party agrees to allow this Agreement to be reassigned in the event of a purchase of either Party's or both Parties' businesses, or the majority interest within each Party's or both Parties' businesses, provided that the terms of this Agreement, the commitments herein and those not specifically included by reference but demonstrated by each Party remain unaltered unless agreed to by both Parties. In the event this is found to be practical and acceptable to the Party not seeking assignment, the Party not seeking assignment shall not unreasonably withhold consent to the Assignment. This Agreement shall be binding on and shall incur to the benefit of the Parties hereto and their respective successors and assigns.

Ownership Rights: MDM holds any and all rights, title and interest in and to the Services, and all components thereof, including without limitation the software (the "Software") used to receive orders and information from you for Services and to provide the Services to you, shall be and remain the sole and exclusive property of MDM or its third party licensees, as applicable. There are no implied licenses.

MDM MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RESULTS TO BE ACHIEVED BY YOU AFTER PERFORMANCE OF THE SERVICES.

MDM DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. YOU'RE NOT AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION CONCERNING THE SERVICES.

MDM does not warrant the accuracy or reliability of the results obtained through the Services or any data or information downloaded or otherwise obtained or acquired through or in connection with the Services. You acknowledge that any data or information downloaded or otherwise obtained or acquired through or in connection with the Services are at your sole risk and discretion and MDM will not be liable or responsible for any damage to you or your property in connection therewith.

LIMITATION OF LIABILITY: IN NO EVENT WILL MDM'S CUMULATIVE AGGREGATE LIABILITY RELATED TO SPECIFIC SERVICES PROVIDED TO YOU EXCEED THE AMOUNTS RECEIVED FROM YOU WITH RESPECT TO SUCH SERVICES REGARDLESS OF THE FORM OF ACTION WHETHER BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER CLAIM. IN NO EVENT SHALL MDM BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, NON-COMPENSATORY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. THE LIMITATIONS IN THIS SECTION (I) IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES AND SHALL SURVIVE AND (II) APPLY NOTWITHSTANDING THE VALIDITY OF THE LIMITED REMEDIES PROVIDED FOR IN THE AGREEMENT OR IF ANY SUCH LIMITED REMEDY FAILS OF IT'S ESSENTIAL PURPOSE.

GOVERNING LAW AND VENUE: These Terms of Use shall be governed by and construed according to the laws of the State of California.

Any dispute, controversy or claim arising out of or relating in any way to this agreement/the including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration.

The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association and shall select the arbitrator in accordance with the terms of this agreement. The arbitrator shall have ten years of experience and also shall have served as an arbitrator at least three times prior to their service as an arbitrator in this arbitration.

The arbitration shall be conducted in accordance with the existing Commercial Rules of the American Arbitration Association.

It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all/both parties.

The parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing. The arbitrator shall have no authority to award punitive/consequential/special damages. Each party shall pay its own proportionate share of arbitrator fees and expenses.

Indemnification: You Agree To Indemnify And Hold MDM, Its Parents, Subsidiaries, Affiliates, Officers, Partners And Employees, Harmless From Any Claim Or Demand, Including Reasonable Attorneys' Fees, Made By Any Third Party Due

To Or Arising Out Of Your Use Of The Service, Use Of Your Account By Any Third Party, The Violation Of The Terms Of Use By You, Or The Infringement By You, Or Any Third Party Using Your Account, Of Any Intellectual Property Or Other Right Of Any Person Or Entity.

CONSENT AND NOTICE REGARDING ELECTRONIC COMMUNICATIONS

Electronic Signature Agreement. By selecting the "I Accept" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and MDM. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining any of MDM services constitutes your agreement to be bound by the terms and conditions of this Agreement as they exist on the date of your E-Signature.

Consent to Electronic Delivery. You specifically agree to receive and/or obtain any and all MDM related "Electronic Communications" as defined below:

The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records and any other communications regarding your business relationship with MDM.

You acknowledge that, for your records, you are able to print and/or download and save this Agreement and any other agreements and Electronic Communications, documents, or records that you agree to, using your E-Signature. You accept Electronic Communications provided by MDM as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

I Accept Initial

PURCHASER'S NAME

Address

Phone Number (Cell)

Phone Number (Home)

Phone Number (Bus)

Email

Please click below to be directed to the payment page:

I hereby authorize *MDM International* (www.MobileSitesWork4U.com) to charge my credit card as outlined in this agreement and I agree to pay according to the terms of my issuing credit card holder agreement.