



MJP New Media On-line Service Agreement

(The Required Legal Stuff - Please read and indicate your acceptance to go on.)

IMPORTANT: DO NOT USE THIS ONLINE SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS SERVICE AGREEMENT

This is a legal agreement between you, the on-line service subscriber, and MJP New Media.

By using this on-line service you are consenting to the terms of this Agreement. If you do not agree to the terms of this Agreement, DO NOT USE THIS ON-LINE SERVICE.

1. DEFINITIONS/GENERAL: As used in this Agreement, "Service" means **MJP New Media's** website designed for your business. "Subscriber" means the individual who is registered to use the Service, "Subscription Period" means the period of time, during which Subscriber will have access to the Service. Where used herein the term "You" or "you" shall refer to the Subscriber.

2. BACKGROUND: Your Subscription to the Service will provide you with unlimited access to the Service, for the duration of your Subscription Period, Access may be limited, especially during peak times. required for each user having

3. LICENSE AND RESTRICTIONS In consideration of the subscription fees paid, MJP New Media hereby grants to Subscriber a limited, non-exclusive, non-transferable, license to use the Service during the Subscription Period and for a single Subscriber only ("Subscription"). The Service shall be used solely by Subscriber for its own business purposes. including use in its own research and marketing efforts in support of sales of its own services or products.

3.1 UNLESS OTHERWISE EXPRESSLY PERMITTED HEREIN YOU MAY NOT: (1) make derivative works including but not limited to translations, adaptations, arrangements or any other alteration (each of which would become the property of **MJP New Media**. (2) sell, rent, lease or lend access to the Service

4 TERM AND TERMINATION The Term of the license granted herein shall be for the Subscription Period of 12 months from date of purchase. Upon expiration of the Subscription Period, Subscriber must renew service or discontinue all use of the Service. If you fail to comply with any provision of the Agreement at any time, termination is automatic, without notice and without refund from **MJP New Media** and without the necessity for recourse to any judicial authority. Upon termination for

default, you must cease all use of the Service. **MJP New Media** may also enforce its other legal and equitable rights. You may terminate or cancel your Subscription at any time. You understand and agree that cancellation of your Subscription is your sole right and remedy with respect to any dispute with **MJP New Media**. **MJP New Media** reserves the right to discontinue providing the Service at any time. Your sole remedy with respect to **MJP New Media's** discontinuance of the Service will be a pro-rata refund of Subscription fees paid.

5. DISCLAIMER REGARDING THE SERVICE : THE SERVICE IS PROVIDED "AS IS." EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, **MJP New Media** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY WAY OF FURTHER EXAMPLE AND NOT LIMITATION, **MJP New Media** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE SERVICE. THE ENTIRE RISK AS TO THE USE OF THE SERVICE IS ASSUMED BY YOU. **MJP New Media** PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS. **MJP New Media** RESERVES THE RIGHT TO INTERRUPT ACCESS TO THE SERVICE AT ANY TIME TO CONDUCT ROUTINE AND EMERGENCY MAINTENANCE AS NEEDED AND THEREFORE **MJP New Media** DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT ALL TIMES. DUE TO THE INHERENT NATURE OF THE INTERNET, **MJP New Media** DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE AND DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIME OR LOCATIONS OF THEIR CHOOSING OR THAT **MJP New Media** WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN A SPECIFIC GEOGRAPHIC AREA. ACCESS MAY BE LIMITED, ESPECIALLY DURING PEAK TIMES. IN NO EVENT SHALL **MJP New Media** BE LIABLE TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE SERVICE OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH **MJP New Media** IS THE CANCELLATION OF YOUR SUBSCRIPTION AS DETAILED ABOVE IN SECTION 4. IN THE EVENT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INEFFECTIVE, YOU HEREBY AGREE THAT **MJP New Media'S** MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY YOU FOR THE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING PROVISION WITH RESPECT TO EXCLUDING OR LIMITING SUCH DAMAGES MAY NOT APPLY TO YOU.

6 ACKNOWLEDGMENT: You acknowledge that you have read this LIMITED WARRANTY, understand it, and agree to be bound by its terms and conditions. You

also agree that: (1) No oral or written information or advice given by **MJP New Media** its dealers, distributors, agents or employees shall in any way increase the scope of this Limited Warranty, and you may not rely on any such information or advice. (2) Unless a written governing agreement signed by you and **MJP New Media** exists, this Agreement is the complete and exclusive statement of agreement of **MJP New Media** and you, and supersedes all proposals, oral or written, and any other communications you may have had prior to purchasing your subscription.

7 GOVERNING LAW This Agreement shall be governed by the laws of the State of Florida

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I understand and agree to the terms and conditions.

Signed: _____

Date: _____