
MediaTamer

Website & Digital Services Agreement

Special Offer Edition — Reference Copy

This is a reference copy of the MediaTamer Service Agreement. This document outlines the terms governing the Special Offer. To execute this Agreement, please complete and submit the electronic signature form provided to you separately. A confirmation of your executed Agreement, including your signature data and the effective date, will be sent to your email upon submission.

THIS AGREEMENT (the “Agreement”) is entered into as of the date of Client’s electronic signature or first payment (the “Effective Date”), by and between:

PROVIDER	MediaTamer Corporation, a California corporation, with its principal place of business in California, USA (“MediaTamer,” “we,” “us,” or “our”).
CLIENT	The individual or entity identified upon electronic signature submission (“Client,” “you,” or “your”).

MediaTamer and Client are each a “Party” and collectively the “Parties.” In consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Services

1.1 Scope of Services

MediaTamer agrees to provide the following services to Client (collectively, the “Services”):

- Design, development, and launch of one (1) custom business website (the “Website”);
- Provision of a CRM (Customer Relationship Management) account configured with standard automations and lead follow-up sequences;
- Premium hosting on MediaTamer’s designated infrastructure;
- Routine maintenance, software upgrades, and security patches;
- Daily backups of Website content and database;
- Unlimited content updates (as defined in Section 1.4);
- 24/7 uptime monitoring with reasonable-effort response to outages.

1.2 Build Timeline

MediaTamer will use commercially reasonable efforts to complete the initial Website build within thirty (30) days of (a) the Effective Date and (b) Client’s delivery of all required content, credentials, brand assets, and approvals (the “Build Period”). Delays caused by Client’s failure to provide timely content, feedback, or approvals shall extend the Build Period day-for-day and shall not constitute a breach by MediaTamer.

1.3 Client Responsibilities

Client agrees to:

- Provide all required content, copy, images, logos, and brand assets in usable digital format;
- Provide timely feedback on drafts and revisions, generally within five (5) business days of request;
- Designate a single primary point of contact authorized to give approvals on Client’s behalf;

- Ensure all content provided to MediaTamer is owned by Client or properly licensed, and does not infringe any third-party rights;
- Comply with all applicable laws and platform terms of service in connection with the Website and CRM.

1.4 Unlimited Updates — Defined

“Unlimited Updates” means reasonable, routine content changes to a standard business website, such as text edits, image swaps, hours of operation, contact information, blog posts, page additions of similar scope to existing pages, plugin/theme updates, and standard SEO copy changes. Unlimited Updates are not valid for e-commerce websites or custom development requests, and specifically do NOT include: (a) full redesigns or rebrands; (b) custom feature development or new functionality requiring substantial coding; (c) third-party integrations beyond those originally scoped; (d) e-commerce build-out, product catalog management, or shopping cart functionality; (e) creation of original copy, photography, video, or graphic design; (f) requests that, in MediaTamer’s reasonable judgment, exceed two (2) hours of work per request or twenty (20) hours per calendar month. MediaTamer reserves the right to determine the reasonableness of update requests. Excluded work may be quoted separately at MediaTamer’s then-current hourly rates.

1.5 Out of Scope

Unless separately agreed in writing, the Services do not include: paid advertising spend or campaign management; SEO strategy beyond on-page basics; copywriting beyond standard structural copy; custom photography or videography; third-party software licenses or fees; domain registration fees; SSL certificates beyond those provided by hosting; or email hosting.

2. Fees, Payment, and Term

2.1 Special Offer Pricing

Client is enrolling under MediaTamer’s Special Offer pricing, which provides:

COMPONENT	SPECIAL OFFER
Standard Upfront Build Fee	\$3,750.00 WAIVED
First Monthly Charge (at signup)	\$149.00 USD — refundable under 30-Day Guarantee
Monthly Service Fee — Months 1–12	\$149.00 USD per month
Monthly Service Fee — Month 13 onward	\$149.00 USD per month, month-to-month (Client owns the Website)

COMPONENT	SPECIAL OFFER
Total Initial Term Commitment	\$1,788.00 USD (\$149 × 12)

Payment Structure: Upon electronic signature submission, Client’s payment method will be charged the first monthly fee of \$149.00. This charge serves as the activation of Services and the start of the 30–Day Guarantee period (see Section 3.1). The \$3,750.00 standard upfront build fee is waived in exchange for the 12–month commitment described in Section 2.3.

2.2 Standard (Non–Offer) Pricing for Reference

Client acknowledges that MediaTamer’s standard, non-discounted pricing for substantially equivalent services is \$3,750.00 upfront plus \$100.00 per month. The Special Offer pricing in Section 2.1 represents a substantial discount provided in exchange for the 12–month commitment in Section 2.3.

2.3 Initial Term and Commitment

The initial term of this Agreement is twelve (12) months from the Effective Date (the “Initial Term”). Client’s obligation to pay the full Initial Term is a material term of this Agreement and is the primary consideration for the waiver of the upfront build fee.

2.4 Renewal Term and Website Ownership

Upon completion of the 12–month Initial Term and payment of all twelve (12) monthly installments in full, Client will own the Website outright (subject to the exclusions in Section 4.2). Following the Initial Term, this Agreement will automatically continue on a month-to-month basis at \$149.00 per month for ongoing services including hosting, maintenance, backups, software upgrades, uptime monitoring, unlimited content updates, and the CRM (the “Renewal Term”), unless either Party terminates with thirty (30) days’ prior written notice. Pricing during the Renewal Term may be adjusted by MediaTamer with sixty (60) days’ prior written notice, not more than once per calendar year. Client may terminate the Renewal Term at any time with thirty (30) days’ written notice, though doing so will end ongoing hosting and CRM services (subject to the data–export provisions in Section 6.4).

2.5 Payment Terms

Upon electronic signature submission, Client’s payment method on file will be charged the first monthly fee of \$149.00. Client authorizes MediaTamer to thereafter charge the payment method on file automatically each month on the same calendar day as the Effective Date (or the closest preceding business day). Payments are processed through Stripe, PayPal, or another reputable third–party processor. All fees are stated in U.S. dollars and are exclusive of any applicable taxes, which Client is responsible for paying. The Effective Date is the date of electronic signature and first payment, which occur simultaneously.

2.6 Late Payment, Failed Charges, and Suspension

If a payment fails or is more than seven (7) days late, MediaTamer may, after providing written notice and a five (5) day cure period: (a) charge a late fee of \$25 or 1.5% of the unpaid balance per month, whichever is greater (or the maximum permitted by applicable law); (b) suspend the Services, including taking the Website offline and pausing the CRM; and (c) declare all remaining payments under the Initial Term immediately due and payable. Suspension does not relieve Client of payment obligations. Reactivation may require payment of all outstanding amounts plus a \$99 reactivation fee.

2.7 Chargebacks

Client agrees to contact MediaTamer in good faith to resolve any billing dispute before initiating a chargeback. Chargebacks initiated without first attempting resolution shall constitute a material breach. Client agrees to reimburse MediaTamer for any chargeback amounts plus reasonable processor fees and a \$50 administrative fee, which may be added to amounts due under Section 2.6.

3. 30-Day Guarantee and Termination

3.1 30-Day Money-Back Guarantee

MediaTamer offers a 30-day money-back guarantee under the following terms: If, within thirty (30) days of the Effective Date, Client is not 100% satisfied with the Website or with working with the MediaTamer team, Client may terminate this Agreement by written notice to support@mediatamer.com and receive a full refund of all fees paid to MediaTamer to date, including the \$149.00 first monthly charge. Upon refund: (a) all rights to the Website, code, designs, and CRM data revert to MediaTamer; (b) Client must cease all use of any work product delivered; and (c) MediaTamer may take down the Website and deactivate the CRM account. The 30-day guarantee is void if Client has launched the Website to a live, public-facing domain owned or controlled by Client outside of MediaTamer's hosting, or if Client has copied, downloaded, or transferred the Website code, designs, or CRM data to another platform or party.

3.2 Termination After Day 31

After the 30-day guarantee period, this Agreement may be terminated only as follows:

- By either Party for the other Party's material breach, after thirty (30) days' written notice and failure to cure;
- By Client through the Buy-Out option in Section 3.3;
- By MediaTamer immediately upon Client's non-payment, fraud, illegal use of the Services, violation of the Acceptable Use provisions in Section 8.7, or repeated breach of this Agreement;
- Following the Initial Term, by either Party with thirty (30) days' written notice as provided in Section 2.4.

3.3 Early Buy-Out Option

At any time after the 30-day guarantee period, Client may terminate this Agreement and obtain full ownership of the Website by paying: (a) all monthly fees that have come due and remain unpaid; PLUS (b) the sum of all remaining monthly fees through the end of the Initial Term, discounted to net present value at five percent (5%) per annum (the “Buy-Out Amount”). Upon receipt of the Buy-Out Amount in full, MediaTamer will: (i) transfer the Website files and database to Client or Client’s designated host within thirty (30) days; (ii) provide reasonable transition assistance for up to ten (10) hours; and (iii) deactivate hosting and CRM services. The Buy-Out Amount is non-refundable.

3.4 Effect of Early Termination Without Buy-Out

If Client ceases payment, abandons the Services, or otherwise terminates this Agreement during the Initial Term without exercising the 30-day guarantee or the Section 3.3 Buy-Out, all unpaid monthly fees through the end of the 12-month Initial Term shall become immediately due and payable as liquidated damages (and not as a penalty). The Parties agree that actual damages resulting from such early termination would be difficult to calculate, that this amount represents a reasonable forecast of MediaTamer’s losses (including the value of the waived \$3,750 upfront build fee, opportunity cost, and the resources committed to the Client’s build), and that this provision is intended as liquidated damages, enforceable under California Civil Code § 1671.

4. Ownership and Intellectual Property

4.1 Ownership During Term

During the Initial Term and any Renewal Term, MediaTamer retains ownership of: (a) all source code, designs, layouts, themes, and underlying components of the Website; (b) all custom code, scripts, and configurations developed by MediaTamer; and (c) the CRM account, automations, and workflow templates. Client receives a non-exclusive, non-transferable license to use the Website and CRM solely for Client’s business purposes during the Term, conditioned on full payment of all fees.

4.2 Transfer of Ownership

Upon (a) the completion of the Initial Term and payment of all twelve (12) monthly installments in full, OR (b) Client’s payment of the Buy-Out Amount under Section 3.3, MediaTamer will assign to Client all right, title, and interest in and to the final, deployed Website, including the design files and database content (the “Deliverables”). Such transfer excludes: (i) MediaTamer’s pre-existing tools, frameworks, libraries, and proprietary methodologies; (ii) any third-party software, themes, or plugins, which remain governed by their original licenses; (iii) the CRM platform itself (Client retains the right to export their data but not the CRM platform); and (iv) any MediaTamer trademarks or branding.

4.3 Client Content

Client retains ownership of all content Client provides (text, images, logos, brand assets) (“Client Content”). Client grants MediaTamer a worldwide, royalty-free license to use, modify, and display Client Content

solely as necessary to perform the Services. Client represents and warrants that it owns or has the right to use all Client Content and that Client Content does not infringe any third-party intellectual property or other rights.

4.4 Portfolio and Marketing Rights

Client grants MediaTamer the right to display the Website and reference Client's name and logo in MediaTamer's portfolio, marketing materials, case studies, and website. Client may revoke this right at any time by written notice to support@mediatamer.com, and MediaTamer will remove such references within thirty (30) days.

5. Warranties, Disclaimers, and Limitation of Liability

5.1 Limited Warranty

MediaTamer warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. Client's sole remedy for breach of this warranty (after the 30-day guarantee period has elapsed) is re-performance of the deficient Services.

5.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, WEBSITE, AND CRM ARE PROVIDED "AS IS" AND "AS AVAILABLE." MEDIATAMER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. MEDIATAMER DOES NOT WARRANT THAT THE WEBSITE OR CRM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS, OR THAT THEIR USE WILL PRODUCE ANY SPECIFIC BUSINESS RESULTS, REVENUE, RANKINGS, OR LEAD VOLUMES.

5.3 No Guarantee of Business Results

Client acknowledges that MediaTamer makes no representation, warranty, or guarantee regarding any specific business outcome, including but not limited to search engine rankings, advertising performance, conversion rates, lead volume, sales, or revenue. Statements made in marketing materials, sales calls, or one-sheets regarding typical or potential outcomes are illustrative only and are not promises or guarantees of results.

5.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEDIATAMER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF MEDIATAMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIATAMER'S TOTAL CUMULATIVE LIABILITY

ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO MEDIATAMER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION IS A MATERIAL ELEMENT OF THE BARGAIN AND REFLECTS A REASONABLE ALLOCATION OF RISK GIVEN THE FEES CHARGED.

5.5 Indemnification

Client agrees to indemnify, defend, and hold harmless MediaTamer, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client Content or Client's use of the Services; (b) Client's breach of this Agreement; (c) Client's violation of applicable law; (d) any claim that Client Content infringes third-party rights; or (e) Client's non-compliance with any law, regulation, standard, or platform term described in Section 8, including any accessibility, privacy, or marketing-communications claim. MediaTamer agrees to indemnify Client for any third-party claim that the Services, as delivered by MediaTamer and excluding Client Content, infringe a U.S. intellectual property right, subject to the liability limitations in Section 5.4.

6. Data, Security, and Confidentiality

6.1 Confidentiality

Each Party may receive confidential, proprietary, or non-public information of the other ("Confidential Information"). Each Party agrees to: (a) use Confidential Information only for purposes of performing this Agreement; (b) protect Confidential Information using at least the same degree of care it uses for its own confidential information, but no less than reasonable care; and (c) not disclose Confidential Information to any third party except as required to perform this Agreement or by law. This Section survives termination for three (3) years.

6.2 Data Backups

MediaTamer performs daily backups as part of the Services. However, Client is responsible for maintaining its own backups of Client Content of independent value. MediaTamer shall not be liable for any loss of data resulting from causes beyond its reasonable control, including but not limited to hosting provider failures, cyberattacks, force majeure events, or Client error.

6.3 Privacy

Each Party shall comply with applicable privacy laws (including, where applicable, the California Consumer Privacy Act and the California Privacy Rights Act) with respect to personal information processed in connection with the Services. Client is the data controller of all personal information collected through the Website and CRM. MediaTamer acts as a service provider/processor and will process such data only on Client's documented instructions.

6.4 Data Export Upon Termination

Upon any termination or expiration of this Agreement, Client will have a period of thirty (30) days from the effective date of termination to export or request a copy of Client Content and CRM data that Client is entitled to retain (excluding any items MediaTamer retains under Section 4). After this 30-day period, MediaTamer may permanently delete Client Content, CRM data, and Website files from its active systems and backups in the ordinary course, and shall have no further obligation to retain or produce such data. MediaTamer may, but is not obligated to, provide export assistance beyond the standard data-export tools at its then-current hourly rates. This Section 6.4 does not apply where the Agreement is terminated under the 30-day guarantee in Section 3.1, in which case data reverts to MediaTamer as provided therein.

7. Infrastructure and Subprocessors

7.1 Service Providers and Subprocessors

MediaTamer relies on third-party infrastructure, hosting, CRM, payment-processing, email/SMS delivery, and other service providers (collectively, “Subprocessors”) to deliver the Services. Client authorizes MediaTamer to engage Subprocessors and to share Client Content and data with them solely as necessary to provide the Services. MediaTamer remains responsible for the performance of the Services under this Agreement.

7.2 Changes to Subprocessors and Infrastructure

MediaTamer may add, replace, or change its Subprocessors, hosting environment, CRM platform, or other infrastructure at any time, provided that MediaTamer uses commercially reasonable efforts to maintain a substantially equivalent or better level of service. Where such a change is material and is reasonably likely to affect Client’s use of the Services, MediaTamer will provide reasonable advance notice. A change of Subprocessor or infrastructure made in accordance with this Section does not constitute a breach of this Agreement.

7.3 Third-Party Terms

Certain Subprocessors, plugins, themes, and third-party services are governed by their own terms of service and licenses. Client agrees to comply with any such third-party terms that are applicable to Client’s use of the Website or CRM and that are made available to Client.

8. Regulatory Compliance, Accessibility, and Client Responsibility

8.1 Client Sole Responsibility for Legal Compliance

Client is solely responsible for ensuring that the Website, the CRM as used by Client, Client Content, Client’s business, and Client’s use of the Services comply with all laws, regulations, rules, industry standards, and platform terms applicable to Client and Client’s business, including without limitation: (a) data-privacy and

consumer-protection laws (such as the California Consumer Privacy Act / California Privacy Rights Act, the CAN-SPAM Act, the Telephone Consumer Protection Act (“TCPA”), and, where applicable, the EU/UK General Data Protection Regulation and other U.S. state privacy laws); (b) website accessibility laws and standards (such as the Americans with Disabilities Act (“ADA”), the California Unruh Civil Rights Act, and the Web Content Accessibility Guidelines (“WCAG”)); (c) cookie, tracking, and online-advertising disclosure requirements; (d) industry-specific regulations applicable to Client’s profession or sector (including without limitation attorney-advertising and professional-responsibility rules, healthcare/HIPAA requirements, and financial-services rules); and (e) all required legal notices, disclosures, disclaimers, privacy policies, and terms of use. Compliance obligations rest with Client as the owner and operator of the Website and business.

8.2 Convenience Templates Are Not Legal Advice

As a courtesy and as part of standard build practices, MediaTamer may install, generate, or make available certain template or boilerplate materials, including privacy-policy text, terms-of-use text, cookie or consent banners, accessibility statements or widgets, and similar items (collectively, “Compliance Conveniences”). Client acknowledges and agrees that: (a) MediaTamer is not a law firm and does not provide legal, regulatory, or compliance advice; (b) the Compliance Conveniences are generic starting points provided “as is,” are not tailored to Client’s specific circumstances, and may be incomplete or out of date; (c) MediaTamer does not warrant or guarantee that the Website, the Compliance Conveniences, or any accessibility tool or widget will satisfy, achieve, or maintain compliance with the ADA, WCAG, the Unruh Act, any privacy law, or any other law or standard; and (d) Client is responsible for having the Compliance Conveniences and the Website reviewed and approved by Client’s own qualified legal counsel before reliance or launch. Installation of an accessibility widget, plugin, or overlay does not ensure ADA or WCAG conformance and is not represented as doing so.

8.3 Marketing Communications; Consent and Opt-Outs

The CRM may enable Client to send email, SMS/text, or other marketing or transactional communications and to operate automated follow-up sequences. Client is solely responsible for the content, targeting, frequency, and legality of all communications Client sends or schedules through the CRM or otherwise, including obtaining and maintaining all legally required consents, honoring opt-out and do-not-contact requests, and complying with the CAN-SPAM Act, the TCPA, applicable state telemarketing and messaging laws, carrier and 10DLC/A2P registration and messaging requirements, and any applicable wireless-carrier or platform policies. MediaTamer provides the underlying tools only and does not monitor, approve, or assume responsibility for Client’s communications or contact lists.

8.4 Protected and Sensitive Data

Unless expressly agreed in a separate written addendum (such as a Business Associate Agreement where required), Client shall not use the Website or CRM to collect, store, or transmit protected health information, payment-card data subject to PCI-DSS beyond what an integrated payment processor handles, or other specially regulated categories of data. MediaTamer’s standard Services and

infrastructure are not represented as HIPAA-, PCI-, or similar-compliant unless separately agreed in writing.

8.5 Domain and Third-Party Accounts

Client is responsible for registering, owning, renewing, and maintaining its own domain name(s) and any third-party accounts not expressly provided by MediaTamer, and for keeping registrations and payment methods current. MediaTamer is not responsible for any loss of service, downtime, or data resulting from an expired, suspended, or misconfigured domain or third-party account outside MediaTamer's reasonable control.

8.6 Disclaimer and Allocation of Responsibility

To the maximum extent permitted by law, MediaTamer disclaims any responsibility or liability for Client's non-compliance with any law, regulation, standard, or platform term described in this Section 8. Any such non-compliance, and any resulting claim, demand, fine, penalty, or proceeding (including any ADA/Unruh accessibility demand or lawsuit, privacy or data-protection claim, or marketing-communications claim), shall be a matter for which Client indemnifies MediaTamer under Section 5.5. The disclaimers and limitations in Section 5 apply fully to this Section 8.

8.7 Acceptable Use

Client shall not use, and shall not permit any third party to use, the Website, CRM, or Services to: (a) violate any applicable law or regulation; (b) post, host, or transmit content that is unlawful, defamatory, fraudulent, obscene, harassing, or that infringes or misappropriates any third party's intellectual property, privacy, or other rights; (c) transmit malware, spam, or unsolicited communications in violation of Section 8.3; (d) attempt to gain unauthorized access to any system, network, or data; or (e) engage in any activity that imposes an unreasonable burden on MediaTamer's infrastructure. MediaTamer may, without liability and in its reasonable discretion, remove or disable access to any content or suspend the Services immediately (with notice where practicable) if MediaTamer believes such content or use violates this Section, applicable law, or a third party's rights, or in response to a valid takedown notice (including under the Digital Millennium Copyright Act). Where feasible, MediaTamer will provide Client an opportunity to cure before permanent termination, except where immediate action is required by law, by a Subprocessor, or to prevent harm.

8.8 Attorney and Regulated-Profession Clients

If Client is a licensed attorney, law firm, or other regulated professional, Client acknowledges that Client's Website, advertising, and communications are subject to the rules of Client's licensing authority and professional-responsibility body (including, for California attorneys, the California Rules of Professional Conduct governing attorney advertising and solicitation, and analogous rules in other jurisdictions). Client is solely responsible for ensuring that all content, claims, disclaimers, and communications comply with such rules, including any restrictions on advertising, testimonials, specialization or certification claims, and guarantees of results. MediaTamer does not provide legal-ethics or professional-compliance advice, and any sample or template language MediaTamer provides is a Compliance Convenience under Section 8.2.

9. General Provisions

9.1 Independent Contractor

MediaTamer is an independent contractor, not an employee, partner, or joint venturer of Client. Nothing in this Agreement creates an agency, employment, or fiduciary relationship between the Parties.

9.2 Force Majeure

Neither Party shall be liable for delay or failure to perform (other than payment obligations) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, governmental action, internet or utility failures, or third-party service outages.

9.3 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. The Parties agree that the exclusive venue and jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the state or federal courts located in Riverside County, California, and each Party irrevocably consents to personal jurisdiction therein.

9.4 Dispute Resolution

Before initiating any legal proceeding, the Parties shall attempt in good faith to resolve any dispute through direct negotiation for at least thirty (30) days. If unresolved, the Parties may, by mutual written agreement, submit the dispute to non-binding mediation in Riverside County, California, with costs shared equally. Nothing in this Section prevents either Party from seeking injunctive or equitable relief at any time to protect intellectual property or confidential information.

9.5 Class Action Waiver

EACH PARTY AGREES THAT ANY CLAIM SHALL BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

9.6 Attorneys' Fees

In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including any fees incurred in collection of unpaid amounts.

9.7 Assignment

Client may not assign or transfer this Agreement without MediaTamer's prior written consent. MediaTamer may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

9.8 Notices

Notices to MediaTamer shall be sent to support@mediatamer.com. Notices to Client shall be sent to the email address Client provides upon signature submission. Email notice is deemed delivered upon successful transmission.

9.9 Entire Agreement

This Agreement, together with MediaTamer's then-current Terms of Service and Privacy Policy posted at mediatamer.com (which are incorporated by reference, but in the event of a conflict this Agreement controls), constitutes the entire agreement between the Parties regarding the Services and supersedes all prior or contemporaneous agreements, communications, and understandings, whether written or oral.

9.10 Modifications

This Agreement may only be modified by a writing signed by both Parties, except that MediaTamer may modify the Renewal Term pricing as provided in Section 2.4.

9.11 Severability and Waiver

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable. No waiver of any breach shall be deemed a waiver of any subsequent breach.

9.12 Electronic Signatures

The Parties agree that this Agreement may be executed electronically, and that an electronic signature, including a typed name, checkbox acknowledgment, or click-through acceptance, shall have the same legal effect as a handwritten signature under the federal E-SIGN Act and California's Uniform Electronic Transactions Act.

9.13 Survival

Sections 2 (with respect to amounts owed), 3.4, 4, 5, 6, 7, 8, and 9 shall survive any termination or expiration of this Agreement.

10. Specific Acknowledgments

Upon electronic signature of this Agreement, Client specifically acknowledges and agrees to each of the following:



I understand that upon signature, my payment method will be charged \$149.00 immediately, and that this charge is fully refundable if I cancel within the 30-day guarantee period.



I understand the Initial Term is 12 months at \$149/month, totaling \$1,788.00.



I understand the standard \$3,750 upfront build fee is being waived in exchange for my 12-month commitment.



I understand that after the 12-month Initial Term, I will own the Website outright, and ongoing services (hosting, maintenance, backups, updates, CRM) continue month-to-month at \$149/month, which I may cancel at any time with 30 days' notice.



I understand the 30-day money-back guarantee, and that after day 30, early termination requires payment of the Buy-Out Amount or remaining contract balance as liquidated damages.



I understand MediaTamer owns the Website, code, and designs during the Initial Term, and ownership transfers to me only upon completion of all 12 payments or payment of the Buy-Out Amount.



I understand "Unlimited Updates" applies to standard business websites only, does not include e-commerce or custom development, and that MediaTamer reserves the right to determine reasonableness of update requests.



I understand MediaTamer makes no guarantee of business results, lead volume, advertising performance, or revenue.



I understand that I am solely responsible for the legal compliance of my website and business, including privacy, accessibility (ADA/WCAG/Unruh), cookie/consent, and any industry-specific or professional rules that apply to me.



I understand that any privacy policy, terms, accessibility statement, consent banner, or accessibility widget MediaTamer provides is a generic convenience, is not legal advice, does not guarantee compliance, and should be reviewed by my own attorney.



I understand that I am solely responsible for the legality of any email or text/SMS marketing I send through the CRM, including consent, opt-outs, and CAN-SPAM/TCPA/10DLC requirements.



I authorize automatic monthly charges to my payment method on file for the duration of the Initial Term and any Renewal Term.

11. Execution

This Agreement is executed by Client through electronic signature submission. Upon submission of the electronic signature form provided by MediaTamer, the Agreement becomes effective as of the date of submission, and Client will receive an email confirmation containing the executed signature data, effective date, and key Agreement terms. Client's electronic signature, together with the timestamped record of submission and payment authorization, constitutes a binding signature under the federal E-SIGN Act and California's Uniform Electronic Transactions Act.

MediaTamer Corporation is represented by:

David Revere, President

MediaTamer Corporation

support@mediatamer.com

MEDIATAMER CORPORATION • CALIFORNIA, USA • SUPPORT@MEDIATAMER.COM • [MEDIATAMER.COM](https://mediatamer.com)