

AJR Media Group

Datafy Terms & Conditions

1. Terms of Service

1.1 Under this Agreement, the Company agrees to make commercially reasonable efforts to deliver the Services outlined in the Media Insertion Order Form and customization described in Exhibit A.

1.2 Subject to the terms herein, the Company will provide Customer with standard product and technical support as specified in Exhibit B.

2. Usage Restrictions and Customer Obligations

2.1 The Customer agrees to use the Services in full compliance with this Agreement and all applicable laws and regulations. The Customer will indemnify and hold the Company harmless from any losses, claims, damages, or expenses (including legal fees) arising from misuse or non-compliance. While the Company is not obligated to monitor usage, it reserves the right to restrict access in case of any suspected violations.

3. Confidentiality and Intellectual Property

3.1 Both parties agree to protect confidential business, technical, or financial information ("Confidential Information") exchanged under this Agreement. Confidential Information includes, but is not limited to, pricing, features, and performance data. The Customer affirms it has authorization to share any third-party data involved and must notify the Company in writing of any data usage restrictions. The receiving party must (i) take reasonable care to protect Confidential Information and (ii) not disclose or use it except as needed to fulfill this Agreement. These obligations remain for three (3) years post-disclosure, excluding data that is public, already known, independently developed, or legally required to be disclosed.

3.2 The Company may collect and analyze data related to the Services' usage and performance ("Aggregate Data") for improvement and development purposes. Such data may be shared in aggregate form without identifying the Customer. No additional rights are granted beyond those explicitly stated.

4. Payment Terms

4.1 Fees for the Services are listed on the Media Insertion Order Form are payable according to our terms listed in 4.2. The Company may update pricing or fees with a 30 day notification. Any billing errors must be reported within 60 days invoice date for credit or adjustment.

4.2 Invoices are payable within 30 days of the date of invoice issuance. Unpaid balances are subject to interest at 1.5% per month or the highest rate allowed by law. Non-payment may lead to service suspension and collection costs.

5. Termination

5.1 Unless ended earlier, this Agreement remains in effect for the duration of the campaign detailed in the Media Insertion Order Form. Either party may terminate for any reason with 30 days' written notice. All Services rendered up to termination date will be billed in full and Customer will be obligated to pay as provided.

5.2 Either party may terminate this Agreement with 30 days' notice (or immediately for non-payment) in case of a material breach. Termination may result in the deletion of Customer data. Provisions intended to survive termination, including payment, confidentiality, and liability clauses, shall remain in effect.

5.3 At the conclusion of the term specified in the Media Insertion Order Form, this Agreement shall automatically convert to a month-to-month term at a rate equal to 110% of the most recent rate, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. Written notice must be sent via email or other documented means. Failure to provide such notice will result in the contract renewing under the aforementioned month-to-month terms.

6. Warranties and Disclaimers

6.1 The Company will strive to provide reliable, professional Services consistent with industry standards. Temporary interruptions may occur due to factors beyond the Company's control, and advance notice will be given when feasible. If Customer identifies discrepancies in reporting, they are responsible for alerting the Company promptly.

6.2 THE COMPANY DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE NOR ANY SPECIFIC OUTCOME FROM SERVICE USAGE. SERVICES ARE PROVIDED "AS IS" WITH NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6.3 The Company will endeavor to maintain access to necessary data sources but makes no guarantees of ongoing availability. If data becomes unavailable, the Company may modify the Services or renegotiate the scope and cost of Services with the Customer.

7. Indemnification

The Company agrees to defend and indemnify the Customer against third-party intellectual property claims related to the Services, provided it is promptly notified and allowed to control the defense. This obligation does not apply if claims result from Customer modifications, combinations, or specifications.

Similarly, the Customer agrees to indemnify the Company for third-party claims stemming from the Customer's content, data, or actions in violation of this Agreement.

8. Limitation of Liability

EXCEPT FOR PERSONAL INJURY, THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA OR PROFITS. LIABILITY FOR ALL CLAIMS WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER IN THE PREVIOUS 12 MONTHS.

9. General Provisions

If any part of this Agreement is deemed invalid, the rest will remain in effect. Customer may not assign this Agreement without written consent. This document represents the full agreement and supersedes all prior discussions. Amendments must be made in writing. This agreement does not represent a partnership, joint venture or agency is created as a result of this agreement. All notices must be in writing and will be considered delivered when confirmed electronically, or by overnight delivery with carrier standard delivery confirmation. This Agreement is governed by the laws of the State of Texas.

EXHIBIT A – Media Campaign

The Company will execute a media campaign based on Customer input. The Customer will be expected to supply necessary assets and approvals promptly. A campaign plan will outline Objectives, Flight Dates, Audience Targets, Flight Spend, Ad Formats, KPIs, and more.

Ongoing reporting will be provided following campaign conclusion.

EXHIBIT B – Support Terms

Support is available on weekdays from 9:00 am to 5:00 pm CT, excluding Texas and National Holidays. Contact methods include phone and email.

Where customization is requested, the Company will accommodate up to two revision rounds. Further changes may incur additional fees.
