

Terms of Service for BigMouth Media Inc.

Effective Date: 07/09/2024

Welcome to BigMouth Media Inc. ("we," "us," "our"). By using our services, you agree to comply with and be bound by the following terms and conditions ("Terms of Service"). Please review these terms carefully.

1. Acceptance of Terms

By accessing or using our services, you agree to these Terms of Service and our Privacy Policy. If you do not agree, you may not use our services.

2. Services

BigMouth Media Inc. provides marketing services including but not limited to content creation, video production, social media management, and advertising campaigns. Specific terms and conditions related to these services may be provided in separate agreements.

3. User Responsibilities

You agree to:

- Provide accurate, current, and complete information when required
- Maintain the confidentiality of your account information
- Use our services in compliance with all applicable laws and regulations
- Not use our services for any unlawful or prohibited activities

4. Intellectual Property

All content, trademarks, and data on our website and within our services are the property of BigMouth Media Inc. or its licensors. You are granted a limited, non-exclusive, non-transferable license to access and use our services for personal or internal business purposes. You may not modify, distribute, reproduce, or create derivative works based on our content without our prior written consent.

5. Payment Terms

Payments for our services are due as specified in the relevant service agreement. If payments are not made on time, we reserve the right to suspend or terminate the services provided to you. Additional fees may apply for late payments.

6. Termination

We may terminate or suspend your access to our services immediately, without prior notice or liability, if you breach these Terms of Service. Upon termination, your right to use our services will cease immediately.

7. Limitation of Liability

To the maximum extent permitted by law, BigMouth Media Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use our services
- Any unauthorized access to or use of our servers and/or any personal information stored therein
- Any interruption or cessation of transmission to or from our services

8. Indemnification

You agree to indemnify and hold BigMouth Media Inc., its affiliates, officers, agents, and employees harmless from any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of your use of our services or any violation of these Terms of Service.

9. Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the state in which BigMouth Media Inc. is headquartered, (Florida) without regard to its conflict of law provisions.

10. Changes to Terms of Service

We reserve the right to modify these Terms of Service at any time. We will notify you of any changes by posting the new Terms of Service on our website. You are advised to review these Terms of Service periodically for any changes. Your continued use of our services after the changes constitute your acceptance of the new Terms of Service.

11. Contact Information

If you have any questions about these Terms of Service, please contact us at:

BigMouth Media Inc. 19195 Sabal Lake Dr. Boca Raton, Florida 33434

Email: info@gobigmouth.com

Phone: 561-707-8727

By using our services, you acknowledge that you have read, understood, and agreed to these Terms of Service.