

# Terms of Service

Last updated: February 06, 2019

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <https://www.simplysonya.co> website (the "Service")

operated by Modigital, LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be

bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

# **Purchases**

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant

to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and

that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our

# Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to

refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

# **Availability, Errors and Inaccuracies**

We are constantly updating product and service offerings on the Service.

We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the

accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

# **Subscriptions**

Some parts of the Service

are billed on a subscription basis ("Subscription(s)").

You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription

will automatically renew under the exact same conditions unless you cancel it or Modigital, LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Modigital, LLC customer support team.

A valid payment method, including credit card, is

required to process the payment for your Subscription. You shall provide Modigital, LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Modigital, LLC to charge all

Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Modigital, LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing

period as indicated on the invoice.

# Free Trial

Modigital, LLC may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign

up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Modigital, LLC until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription

fees for the type of Subscription you have selected.

At any time and without notice, Modigital, LLC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## **Fee Changes**

Modigital, LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Modigital, LLC will provide you with a reasonable prior notice of any change in Subscription fees to give

you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

# Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate,

incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to

accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by

# Modigital, LLC

Modigital, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and

agree that Modigital, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and

conditions and privacy policies of any third party web sites or services that you visit.

# **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and

without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without

limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Ohio, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and

supersede and replace any prior agreements we might have had between us regarding the Service.

# Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking

effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

# Contact Us

If you have any questions about these Terms, please contact us.