

Negomedia Traffic Exchange Business Service Terms of Use

By registering with us and/or joining and/or purchasing the Negomedia Traffic Exchange Business Service you acknowledge that you have read and understood these Terms, and you are voluntarily and expressly accepting these Terms and any changes or amendments we may do to them in the future as well as any other related communications or notices made by means of our websites, email or any other means.

1. Definitions.

1.1 The Traffic Exchange Business Service (the "**Service**").

Negomedia provides and maintains a software platform (the "**Traffic Exchange Script**") that enables you to run a traffic exchange service / business (the "**TE**"), as defined below, on the Negomedia Platform and running within our servers. We also provide a set of services that will enhance your experience as a traffic exchange business owner (the "**Customer**"), as defined below.

The services we provide as part of the "**Service**" are:

- a) Non exclusive and limited use of the "**Traffic Exchange Script**" for the sole purpose of running the traffic exchange business, without any other rights, license of use or transfer of property or possession of the "**Traffic Exchange Script**".
- b) Update and maintenance of the "**Traffic Exchange Script**" which is done as a standard for all users of the "**Service**" and does not imply any other rights over said software platform.
- c) Support and Assistance for the usage and enjoyment of the "**Service**", including assistance and advice on how to run the "**Traffic Exchange Business**".

1.2 Traffic Exchange Business owner (the "**Customer**").

For the purposes of these Terms, traffic exchange business owner (the "**Customer**") shall be understood as the customer that purchases the "**Service**" as described herein and runs an independent traffic exchange service / business (the "**TE**") using the "**Service**". Usage of the "**Service**" is sole responsibility of the "**Customer**" and Negomedia shall not be responsible of any acts undertaken by the "**Customer**".

1.3 Traffic Exchange Service / Business (the "**TE**").

For the purposes of these Terms, "**TE**" is a traffic exchange service provided by the "**Customer**" to registered members or to the general public using the "**Service**". The "**TE**" service is the "**Customer's**" sole responsibility.

2. Service fees.

In exchange of the use of the "**Service**", the "**Customer**" shall pay a fee according to the amounts, times and modes set forth in any of the Negomedia websites. Failure to pay the fee shall grant Negomedia the right to suspend the "**Service**".

3. Script ownership and rights.

The “**Traffic Exchange Script**” used to provide the service is owned by Alonso Santamaria and its usage within the “**Service**” does not grant any rights on its ownership to the “**Customer**”, nor does it grant any License of Use or any other rights.

4. Service suspension and cancel.

- 4.1 The “**Customer**” may cancel the “**Service**” at any time.
- 4.2 By canceling the “**Service**”, the “**Customer**” is voluntarily and expressly waiving any benefits or rights granted hereby. This includes, but without limitation to, the usage of the “**Service**”, websites and tools, the domain (in case it is not the “**Customer’s**” property) and any other rights the “**Customer**” may have been entitled to by use of the “**Service**”.
- 4.3 Upon cancelation of the “**Service**” by the “**Customer**”, Negomedia is not liable in any way. Negomedia no longer has any obligations with the “**Customer**”.
- 4.4 The “**Customer**” shall send written notification to Negomedia to cancel the “**Service**”.
- 4.5 Canceling the pay processor subscription used to pay the fee does not mean that the “**Customer**” cancels the “**Service**”, but upon pay processor subscription cancelation, Negomedia may deem the “**Service**” as terminated unless written agreement with “**Customer**”.
- 4.5 Canceling the “**Service**” does not mean that the “**Customer’s**” pay processor subscription is canceled. It is the “**Customer’s**” sole responsibility to cancel the corresponding pay processor subscription. If the pay processor bills the “**Customer**”, Negomedia is under no obligation of issuing a refund.

5. General considerations.

- 5.1 The “**Customer**” or any of the Members of the “**TE**” are not allowed to promote or rotate any Adult, violence, offending or otherwise unethical, illegal or immoral websites. Negomedia shall not be liable of any contents shown using the “**Service**” or any of its tools. Negomedia can remove any contents that it may consider inappropriate at its sole discretion without previous notice.
- 5.2 The “**Customer**” is not allowed to copy or otherwise make any unethical or bad usage of Negomedia’s websites, tools, resources or any other contents within Negomedia’s property or possessions. “**Customer**” can not show Negomedia’s contents from any other URL different from those that Negomedia has specifically designed and setup for that purpose. “**Customer**” is allowed to use Negomedia’s websites and pages with the corresponding referral ids as indicated in the sites themselves.
- 5.3 This is a good faith private agreement. By signing up and using the “**Service**”, the “**Customer**” agrees to the Terms herein and agrees to leave Negomedia safe from any responsibility other than the explicit obligations it has acquired by the present document.

- 5.4 The "**Customer**" agrees to any changes or amendments that Negomedia may do to this Terms at any time without the need of any kind of notification.
- 5.5 Negomedia has no other obligation to any third party other than providing the "**Service**" in accordance to these Terms. Negomedia shall not be liable for any downtime in the service.
- 5.6 Negomedia shall not be liable for any misuse that the "**Customer**" or any third party may do of the "**Service**", the websites, the tools and any other contents or resources of its property on in its possession.
- 5.7 Negomedia is entitled to, at its sole discretion, terminate or eliminate any account at any time and for any reason it may deem appropriate, without any kind of notice.