



For office use only:

CO: _____

BD: _____

AM: _____

Annual Service Agreement for Mobile App

COST: A non-refundable annual fee of \$1,500.00 (yearly) for your mobile app. The payment will be made yearly by way of check or ACH bank withdrawal (add your banking information on second sheet). Price does not include annual apple or google developer fee.

VALUE: For your mobile app, bfac.com will create the following:

- **Custom Design (Landing Page)**
- **Apple (iPad & iPhone) Platform Included**
- **Android/Google Platform Included**
- **All Platforms Progressive Web App Platform Included**
- **Features on mobile Apple app include (push notifications, loyalty card, turn by turn directions, store to sell items, food ordering, car finder, QR reader, & GPS Check in)**
- **Unlimited app downloads and app hosting**
- **Unlimited push notifications & Unlimited Location Based push notifications**
- **Redesign every twelve months (If requested/ no additional cost)**

RENEWAL: This contract will automatically renew for subsequent one-year terms at \$1,500.00 per year, on the first day of the month you signed this agreement. If you cancel, you must notify us in writing, (253 East Peace Street Canton, MS 39046) of any such termination 60 days prior to your expiration date (one year to the day you signed this agreement). Expiration date is one year from the day you sign this agreement. If you cancel, no refund will be given during the current year of service. The cost of this service will not increase over first 48 months and you will only be obligated to pay the annual fee listed in the cost section.

TERMINATION: We have a zero-tolerance policy for pornography, profanity and SPAM and we therefore reserve the right to suspend your service at any stage for any reason we may deem necessary to continue to provide our service in a way that may be hindered by your status as being our client, your financial status or the content of the messages or broadcasts originating from you. bfac, LLC reserves the right to end this agreement, for any reason, as long as a refund is presented to the client (minus days used). You can only use one plan per location. You or your company can't sublet the texting keywords or your plan to other businesses or sell your plan to a 3rd party. If you violate any of these, your contract will be terminated and no refund will be given.

BFAC SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF DAMAGE TO OR CORRUPTION OF DATA OR LOSS OF GOODWILL), OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING IN CONNECTION WITH THESE TERMS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE OF DIFFERENT CARRIERS, WE CANNOT PROMISE A DELIVERY TIME ON ANY SENT MESSAGE and we cannot guarantee delivery. Bfac cannot increase the yearly cost under no circumstances for 48 months. Bfac, LLC is not liable ort responsible for your app or messaging to be ADA (Americans With Disabilities Act) compliant. Bfac is not liable for any illegal messages sent on your leased platform. BFAC IS A MISSISSIPPI LIMITED LIABILITY COMPANY.

By: BFAC

By: Organization/Business/Purchaser

Brad McMullan, CEO (Signature)

Print Name of Purchaser

Signature of Purchaser

Date

Company Name

Emergency Contact Number

Date

bfac.com
New Account Information

Name of Business: _____

Physical Address: _____

Phone Number: _____

Person overseeing the app portal: _____

Cell phone Number: _____

E-mail Address: _____

Cost break down: \$1,500

_____ Total owed

Name of Bank: _____

Name on Account: _____

Account Number: _____

Routing Number: _____

Signature: _____

*Back up/ Credit Card Payment

Expiration Date: _____ CSV #: _____ (3 or 4 digit number on back)

Billing Address: _____

Name on Card: _____

Card Number: _____

Signature: _____