

**MAGNITUD L.L.C. Service Agreement**

This service agreement describes the Terms & Conditions between you and MAGNITUD L.L.C. If you would like to contact us you may call (979)730-1241 or write to Revista Magnitud PO BOX 94661 LAS VEGAS NV 89193-4661 You can find this document and any other legal document at [www.revistamagnitud.com/legal](http://www.revistamagnitud.com/legal)

**I. Service Cost & Service Term**

By signing this document you agree to pay the total amount of \$\_\_\_\_\_ with taxes included for the service specified on the pre-invoice form numbered \_\_\_\_\_ which is attached to this document, every month for a period of \_\_\_\_\_ months starting on day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ (Today).

**II. Payment****(a) Late Payment**

Payment must be received no later than the \_\_\_\_\_ of every month failure to make the payment on or before that date may result in additional charges not exceeding the amount of \$35 unless otherwise specified by any other section.

**(b) Failure to make payment**

Payment must be made no later than the 27<sup>th</sup> of each month or 3 days prior to publishing date. Failure to make payment for any one month of service may result in immediate cancellation of the monthly service, if cancellation happens before service term has Expired it may be subject to any related terms specified within section III.

**(c) Payment Options**

MAGNITUD L.L.C. accepts many forms of payment including Credit Card, Debit Card, and Checks (Checks must be given at least 3 days to process).

**III. Termination****(a) Cancellation of Service**

You may cancel service at any time by contacting MAGNITUD L.L.C. using the contact information mentioned above.

**(b) Cancellation of Service within service term**

If service is cancelled before service term expires you will be subject to Early Termination Fees (ETFs) which are explained in section III subsection (c).

**(c) Early Termination Fees**

Early Termination Fees are the fees which will be charged as a consequence of cancelling the agreement before the service term expires you will be charged \$50 dollars for every month remaining in the service term unless stated otherwise in the agreement or is overwritten by a section under a specific circumstance.

**(d) Cancellation Before Initiation of service**

If you cancel one week before the first publication has been published within your service term MAGNITUD L.L.C. will issue a refund and will not hold you responsible for the terms specified under section III subsection (c) but MAGNITUD L.L.C. will deduct the fee of \$25 from the refund as a processing fee.

**(e) Other**

MAGNITUD L.L.C. reserves the right to terminate your agreement at any time for any reason, if MAGNITUD L.L.C. terminates agreement for any reason not specified within this agreement Early Termination Fees will not be applied.

**IV. Errors****(a) Printing Errors**

In the rare occurrence that a printing error occurs and MAGNITUD L.L.C. determines that the error was on our behalf MAGNITUD L.L.C. will take full responsibility for the error and will reimburse you in full for any money you spent on that specific publication for that specific month, and in extreme circumstances will terminate the agreement.

**(b) Billing Errors**

If a billing error occurs and you were either overcharged or a charge for some reason does not show in our system please contact Revista Magnitud immediately regarding the issue and we will do everything we can to correct the issue, please do note that any billing errors are thoroughly reviewed and we would need the following items to properly review the error.

1. Customer copy of receipt.

- 2. Copy of bank statement showing the specific billing error.
- 3. Copy of Confirmation email.

Once Revista Magnitud has determined that an error has occurred Revista Magnitud will take the appropriate steps to correct the issue defined by the specific circumstance.

**(c) Miscellaneous**

MAGNITUD L.L.C. takes specific steps to prevent any error from occurring including emailing proofs and confirmations to the customers prior to printing, if for any reason a printing error occurs and you were given sufficient information to notice the error prior printing, MAGNITUD L.L.C. will not take any responsibility for the error.

V. **Agreement Renewal**

After service term expires, this agreement will automatically renew month to month. If agreement is not renewed by the third month after expiration you may lose any promotional discounts associated with the current service until service agreement has been renewed please note that at the time of renewal you may not be able to obtain the same promotions and or discounts that were available when this agreement was signed, and you will have to choose from one of the promotions and or discounts then available at the time of renewing the agreement.

VI. **Applicable Law**

This Agreement is made in the State of Nevada. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Nevada, in the United States, excluding conflicts of law provisions.

VII. **Indemnity**

You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of the your ad space within the magazine.

VIII. **Miscellaneous**

**(a) Enforcement of the document**

We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion.

**(b) MAGNITUD L.L.C. Responsibilities**

Revista Magnitud is responsible for printing, publishing, and distributing the magazine within the specified area of the service. Revista Magnitud is also responsible for verifying with you the customer the final proof of the print before printing the magazine. Also Revista Magnitud will not make itself responsible for any acts of god or any events that may delay the magazine and under certain circumstances specified under this agreement will issue a refund if necessary.

**(c) Your Responsibilities**

Your responsibilities as a customer of Revista Magnitud are as follows:

- 1. You must verify and either Approve and or Deny any proofs or documentation that MAGNITUD L.L.C. may send you and understand that failure to do so may delay and even prevent us from printing your ad in the magazine if not done in a timely manner.
- 2. You are responsible for making your monthly payments on time for the duration of the service term and understand that failure to do so may result in our inability to print your ad in our magazine and may cause you to be subject to the terms specified under sections II and III.

*If you have not first reviewed Pre Invoice form or if page one is not attached to this document please do not sign this document.*

By Signing this Agreement you have read and understood all terms and conditions in this Agreement and agree under penalty of perjury if this is a company that you are an authorized signer acting on behalf of the company \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Title \_\_\_\_\_

Company Legal Name \_\_\_\_\_ Name of Signer \_\_\_\_\_

Signature \_\_\_\_\_