



Terms of Service

These Terms of Service (the “Agreement”) are an agreement between MangoTree® Pro, LLC (“MTP” or “us” or “our”) and you (“User” or “you” or “your”). This Agreement sets forth the general terms and conditions of your use of the products and services made available by MTP and of the mangotreepro.com website, MTP Mobile App Software Application(s), MTP Institutional Services, and/or bundled through MTP Institutional Clients (collectively, the “Services”). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

Copyright © 2016 MangoTree® Pro, LLC, mangotreepro.com. All rights reserved. The materials contained and provided by the Services are protected by applicable copyright and trademark law.

Additional Policies and Agreements

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services as a visitor, registered user and/or purchaser of Services, you also agree to the terms of the following policies:

- Privacy Policy
- MTP Institutional Service Agreement (such as “B2C” or “B2B” services, if applicable)

The following statements will also appear at the time of new user account registration and purchase of Services, which must be agreed to in order to proceed with registration and/or purchases:

- I have read, understood and accept the MangoTree Pro Terms of Service Agreement including auto-renewals and Agreement updates in the future, which will be as posted on the mangotreepro.com website.
- I have read, understood and accept the MangoTree Pro Privacy Policy including auto-renewals and Privacy Policy updates in the future, which will be as posted on the mangotreepro.com website.

Account Eligibility

By registering for or using the Services, you represent and warrant that:

You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.

If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party’s behalf with respect to any actions you take in connection with the Services.

It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account is accurate, correct and complete at all times. MTP is not responsible for any lapse in the Services due to outdated contact information being associated with the domain. If you need to verify or change your contact information, please contact our sales team via email or update your contact information through the MTP Support System. Providing false contact information of any kind may result in the termination of your account.

You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

We reserve the right to deny service if we have a reasonable belief that it may be abused or result in unacceptable cost or risk.

MTP Content

Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "MTP Content"), are the proprietary property of MTP or MTP's licensors. MTP Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any MTP Content. Any use of MTP Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any MTP Content. All rights to use MTP Content that are not expressly granted in this Agreement are reserved by MTP and MTP's licensors.

User Content

You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). By posting or distributing User Content on or through the Services, you represent and warrant to MTP that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to MTP a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, MTP does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

You acknowledge and agree that MTP may, even if not obligated to, take any corrective action in MTP's sole discretion, including without limitation removal of all or a portion of the User Content, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that MTP shall have no liability due to any corrective action that MTP may take.

Third Party Products and Services

Third Party Providers

MTP may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

MTP as Reseller or Licensor

MTP may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services (“Non-MTP Products”). MTP shall not be responsible for any changes in the Services that cause any Non-MTP Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer’s defects of Non-MTP Products, either sold, licensed or provided by MTP to you will not be deemed a breach of MTP’s obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-MTP Product are limited to those rights extended to you by the manufacturer of such Non-MTP Product. You are entitled to use any Non-MTP Product supplied by MTP only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-MTP Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-MTP Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

Third Party Websites

The Services may contain links to other websites that are not owned or controlled by MTP (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (“Third Party Content”). We are not responsible for any Third Party Sites accessed through the Services. Third Party Sites are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party’s terms and policies, including privacy and data gathering practices of any website to which you navigate.

Prohibited Persons (Countries, Entities, And Individuals)

The U.S. Department of the Treasury, through the Office of Foreign Assets Control (“OFAC”), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a “Sanctioned Country”) and certain individuals, organizations or entities, including without limitation, certain “Specially Designated Nationals” (“SDN”) listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. Unless otherwise provided with explicit permission, MTP also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name (“ccTLD”) for any Sanctioned Country.

Account Security and MTP Systems

Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. We strongly advise you to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password.

The Services are provided only for authorized customer use. MTP may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. MTP may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.

Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by MTP of an ongoing issue, we reserve the right to keep your account disabled.

HIPAA Disclaimer. We are not “HIPAA compliant.”

You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. MTP does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act (“HIPAA”). Customers requiring secure storage of “protected health information” as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to “protected health information” is a material violation of this Agreement, and grounds for immediate account termination. We do not sign “Business Associate Agreements” and you agree that MTP is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact support@mangotreepro.com.

Compatibility with the Services

You agree to cooperate fully with MTP in connection with MTP’s provision of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, MTP is not responsible for any delays due to your failure to timely perform your obligations.

You are solely responsible for ensuring that all User Content is compatible with the hardware and software used by MTP to provide the Services, which may be changed by MTP from time to time in our sole discretion.

You are solely responsible for backing-up all User Content. MTP does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

Billing and Payment Information

Prepayment

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

Auto renewal

Unless otherwise provided, you agree that until and unless you notify MTP of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.

Taxes

Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to MTP's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

Late Payment

All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, MTP may suspend or terminate your account and pursue the collection costs incurred by MTP, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. MTP will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Fraud

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. MTP may report any such misuse or fraudulent use, as determined in MTP's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

Invoice Disputes

You have ninety (90) days to dispute any charge or payment processed by MTP. Failure to dispute any charge or payment processed within 90 days will be deemed as conclusive acceptance of that charge. If you have any questions concerning a charge on your account, contact our billing department directly for assistance.

Money-back Guarantee

MTP-originated services

There are no automatic refunds on MTP-originated services. The ninety (90) day money-back guarantee does not apply to MTP-originated services. Naturally, we do strive to ensure that our MTP-originated clients are satisfied and we take every prudent and reasonable measure to ensure that this is so.

MTP Institutional Service Agreement

MTP offers a thirty (30) day money-back guarantee for MTP's Institutional Clients for "B2B" or "B2C" services from MTP ("Providers"). Subject to the rest of the terms of this Agreement, if the Provider is not completely satisfied with services provided, the Provider will be given a full refund of the amount paid. This money-back guarantee only applies to service fees actually paid and does not apply to other losses incurred including consequential or incidental damage, legal and court fees, and other expenses.

Cancellations and Refunds

Providers that seek a refund under our Satisfaction Guaranty must notify us within thirty days after the Provider has received the MTP service (the "Money-Back Guarantee Period") but not to exceed a total of one month of service refund. Upon your written request to the MTP Support Team (the "Refund Request") we will refund the price you paid for the service within ninety (90) days. Refunds are conditioned upon your providing MTP with a full explanation of your reason for being unsatisfied.

Refund Eligibility

You must be a current MTP client and have arranged for service through the MTP website (mangotreepro.com) to obtain a refund. Violations of this Agreement will waive your rights under the refund policy.

Non-refundable Products and Services

Refunds apply only to services booked as a MTP Institutional Client, i.e. Provider, and directly through MTP. There are no refunds on other subscriptions, listing fees, product sales, custom services, etc.

Cancellation Process

You may terminate or cancel the Services by giving MTP written notice via the cancellation form provided. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) MTP may, in our sole discretion, refund all pre-paid fees remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement. Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received..." MTP will confirm your request and process your cancellation

shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation form, please contact us immediately via phone. We require all cancellations to be done through the online form in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

Foreign Currencies

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and MTP is not responsible for any change in exchange rates between the time of payment and the time of refund.

Termination

MTP may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm MTP or others or cause MTP or others to incur liability, as determined by MTP in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, MTP shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, MTP may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT AND OTHER DATA WILL BE DELETED, WITH THE EXCEPTION OF NON-IDENTIFYING OR AGGREGATED DATA AS DESCRIBED IN THE PRIVACY POLICY.

MTP Institutional Service Agreement (“MTPISA”) Provider Terms and Client Responsibility

MTP Institutional Clients, i.e. Providers, shall ensure that each of their users of the Services complies with this Agreement. Providers are solely responsible for servicing the needs of their clients. MTP does not provide similar services so we cannot re-do, or correct Provider mistakes. If a Provider’s user contacts MTP, they will be redirected to their Provider. Providers are also responsible for all content stored or transmitted under their MTPISA account.

MTP is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify MTP from and against any and all claims made by any User arising from the reseller’s acts or omissions.

MTP reserves the right to revise our MTPISA Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by MTP.

MTP Institutional Clients, i.e. Providers, in the MTPISA assume all responsibility for billing and technical support for each of the users referred to them.

Price Change

MTP reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by MTP, including notices sent or posted by MTP.

Limitation of Liability

IN NO EVENT WILL MTP ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF MTP IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MTP'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MTP FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

Indemnification

You agree to indemnify, defend and hold harmless MTP, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

Arbitration

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by MTP and will be held at the AAA in Southfield, MI. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and MTP alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceed-

ing against MTP in violation of this paragraph, you agree to pay MTP's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

Independent Contractor

MTP and User are independent contractors and nothing contained in this Agreement places MTP and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Disclaimer

MTP shall not be responsible for any damages your business may suffer. MTP makes no warranties of any kind, expressed or implied for the Services. MTP disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by MTP or our employees.

Backups and Data Loss

Your use of the Services is at your sole risk. MTP is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on MTP's servers.

Non-Advice Disclaimer

All MTP content provided through the Services is for information purposes only and not an accounting, tax, legal, financial, insurance, real estate, and/or any other form of advice, whether professional or informal. It is strictly an independent search and management tool and the actual advisor or professional relationship is between you and external advisor(s) and not arranged through this site. Conduct your own due diligence before hiring any advisor, our site only presents you with suggestions as an alternative to typical internet search. No representation, warranty or responsibility for accuracies of any supplied or derived data or calculations or from use of such information. All content is subject to change without notice. All usage is subject to terms of service and privacy policy.

Limited Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, MTP AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR

NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. MTP AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. MTP AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Disclosure to Law Enforcement

MTP may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

Entire Agreement

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

Headings

The headings herein are for convenience only and are not part of this Agreement.

Changes to the Agreement or the Services

MTP may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the MTP website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

MTP reserves the right to modify, change, or discontinue any aspect of the Services at any time.

Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

Waiver

No failure or delay by you or MTP to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or

default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of MTP. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. MTP may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

Contacting Us

Any questions about this Agreement should be directed to MangoTree Pro, LLC at the address below:

6633 18 Mile Rd
Sterling Hts, MI 48314
United States of America
Phone: 844-626-4637
Email: support@mangotreepro.com

This Agreement was last updated on 11/18/2016 and supersedes and replaces any prior agreement.