

momencio Terms of Service

These Terms of Service (“Terms”) are a legal agreement between you (“Customer,” “you,” or “your”) and **momencio Inc.**, a Pennsylvania corporation operating as “momencio” (“we,” “us,” or “our”). These Terms govern your purchase, access, and use of our lead capture and event engagement platform, including all features, plans, and services offered via the momencio website.

By checking the box labeled “I agree to the Privacy Policy and Terms of Service” and completing your purchase, **you accept and agree to be bound by these Terms**. If you do not agree, do not proceed with your order or use the Service.

1. Definitions

For clarity in these Terms:

- **Service** means the momencio lead capture software platform, including web and mobile apps, support services, analytics, integrations, and add-ons.
- **Plans** refer to the pricing tiers offered: e.g **Capture, Engage, Amaze**, and **Single Event**.
- **Customer Data** means any data you input into the Service, including lead information, scans, survey results, and engagement metrics.
- **Active Seat** means a paid user license assigned to a person using the platform.
- **Pilot** means a paid, one-time Single Event trial that may be credited toward a subscription.

2. Eligibility & Account

You must be at least 18 years old and authorized to enter into a binding agreement on behalf of the purchasing entity. You agree to provide accurate information during checkout and to keep your account credentials confidential. You are responsible for all use under your account.

3. Pricing Plans, Add-Ons & Commitment

3.1 Subscription Plans (Capture, Engage, Amaze)

- Billed **monthly or annually per active seat**
- Require a **12-month commitment**
- Add-ons (e.g. AI EdgeCapture™, CRM integrations) billed separately if selected

3.2 Single Event Plan

- One-time fee
- Valid for **2 weeks post-event**
- Add-ons available à la carte

3.3 Upgrades & Downgrades

- You may **upgrade plans or add seats** at any time

3.4 Plan Features Summary

(See [Pricing Page](#) for full list)

4. Payment Terms

- **All plans, including monthly billing, are charged in advance at the start of each billing cycle.** Access to the Service is contingent on timely payment.
- Accepted payment methods include **credit/debit cards**
- **All purchases are non-refundable**, except where explicitly noted in these Terms
- Customers are responsible for any **payment processing fees** or **third-party integration costs** (e.g., event API access for badge scanning)

5. License and Acceptable Use

5.1 License Grant

Upon purchase, we grant you a limited, non-exclusive, non-transferable license to access and use the Service solely for your internal business purposes and in accordance with these Terms.

5.2 Restrictions

You may not:

- Share, sublicense, or resell the Service or your seat licenses
- Attempt to reverse-engineer, decompile, or access source code
- Use the platform for illegal, abusive, or unauthorized purposes
- Use the Service to transmit spam, malware, or infringing content
- Circumvent billing, licensing, or security measures

You are responsible for ensuring that only authorized users access the Service using your seats or credentials.

6. Cancellations, Termination & Refund Policy

6.1 Subscription Plans

- **Annual subscriptions** (whether billed monthly or yearly) are **non-cancellable mid-term**. You are obligated for the full 12-month period, regardless of usage or seat reassignment.
- **No partial refunds, credits, or prorations** will be issued for early termination, unused seats, or unutilized features.
- You may upgrade plans or add seats during the term, but downgrades take effect only after the initial commitment ends.

6.2 Single Event Licenses

- Single Event plans are **non-refundable**.

6.3 Termination by momencio

We reserve the right to suspend or terminate your access:

- For non-payment
- For breach of these Terms, the EULA, or applicable law
- If your use poses a risk to the security, performance, or legal standing of our systems or services

6.4 Effect of Termination

Upon termination:

- Access to the platform will cease
- All fees incurred remain due
- Data may be deleted in accordance with our data retention policy (see Section 7)

7. Privacy, Data Ownership & Use

Your use of the Service is subject to our Privacy Policy, which outlines how we collect, use, and safeguard personal data under GDPR and CCPA standards.

7.1 Data Ownership

You retain full ownership of Customer Data submitted through the platform. By using the Service, you grant us a limited license to process that data solely to provide the Services, fulfill contractual obligations, improve functionality, and meet compliance requirements.

7.2 Data Access & Export

You may export your data using built-in tools or by contacting support. We recommend exporting before terminating your plan, as we are not obligated to retain data after account closure.

7.3 Anonymized Usage

We may use anonymized, aggregated usage data for analytics, performance improvements, and benchmarking, provided it does not reveal individual identities or proprietary information.

7.4 Third-Party Integrations

We support integrations with various CRMs and marketing platforms. You are responsible for verifying the data handling practices of those third parties and ensuring compliance with your own obligations.

8. Security & Data Retention

We implement appropriate technical and organizational safeguards to protect your personal data against unauthorized access, alteration, loss, or destruction.

8.1 Data Retention

We retain personal data only as long as necessary to fulfill the purposes outlined in our Privacy Policy or to comply with legal obligations. **No personal data is kept longer than 7 years**, unless required by law.

8.2 Data Deletion

You may request the deletion of your personal data at any time by contacting our Data Protection Officer at: **dpo@momencio.com**

8.3 Security Practices

- Data is encrypted during transmission
- Access is restricted based on user roles
- We monitor for vulnerabilities and apply timely security updates

In the event of a breach affecting your data, we will notify you without undue delay and in compliance with applicable regulations.

9. Warranties & Disclaimers

The Service is provided “**as is**” and “**as available**” without warranties of any kind, either express or implied. We do not guarantee that:

- The Service will be **uninterrupted or error-free**
- Data captured will be **complete or accurate**
- The platform will meet your specific objectives

To the maximum extent permitted by law, we **disclaim all implied warranties**, including merchantability, fitness for a particular purpose, and non-infringement.

Your use of the Service is at your own risk. You are solely responsible for verifying the accuracy of data and ensuring compliance with all laws relevant to your use.

10. Limitation of Liability

To the maximum extent permitted by law, in no event shall momencio, its affiliates, officers, directors, or employees be liable for any:

- Indirect, incidental, special, punitive, or consequential damages
- Loss of data, profits, revenues, customers, or business opportunities

Total liability, in any case, shall **not exceed the total fees you paid to momencio in the twelve (12) months** prior to the event giving rise to the claim.

This limitation applies regardless of the form of action — whether in contract, tort, strict liability, or otherwise — even if advised of the possibility of such damages.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the **State of Pennsylvania**, United States, without regard to its conflict of law principles.

12. Dispute Resolution

Any disputes arising out of or relating to these Terms or the Service will be resolved by **binding arbitration in Pennsylvania**, in English, in accordance with the rules of the American Arbitration Association.

Each party will bear its own costs. Either party may seek interim or injunctive relief in any court of competent jurisdiction to protect its rights.

13. Acceptance & Entire Agreement




By checking the box and placing an order, you confirm that you:

- **Have read, understood, and agreed** to be legally bound by these Terms
- Are authorized to act on behalf of the purchasing entity (if applicable)
- Accept that this agreement, together with our [Privacy Policy](#) and [Terms of use](#), represents the **entire agreement** between you and momencio

If you do not agree with these Terms, do not proceed with your purchase or use of the platform.

Contact Information

If you have questions or concerns regarding these Terms, please contact:

 **momencio Inc.,**
851 Duportail Road, Chesterbrook PA 19087
 info@momencio.com
 +1 (888) 804-4323