

Flybuy Cloud Services (FCS) Annual Subscription Terms and Conditions

- *Commencement Date: The coverage period commences on the purchase date of the first year of the annual subscription.*
- *Initial Term: The "Initial Term" of this subscription shall last for one year with the term of the subscription period beginning on the Commencement Date as defined above.*
- *Renewal Term(s). After expiration of the Initial Term, the term of this agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") unless one of the Parties gives written notice of termination at least 30 days prior to the end of the current term. If a customer provides notice of termination, they will not be eligible for a refund or proration of any prepaid amounts.*
- *Fees: Customer shall pay all fees as such fees become due. Customer shall be invoiced in the amount of the year 1 total (\$60.00) on the commencement date of the coverage period.. Thereafter, Customer shall be invoiced for Services on the anniversary of the Commencement Date in the amount of the annual total fee (\$60.00).*
- *Payment: Radius Networks shall charge the payment method provided on the purchase date of the annual subscription. All Renewal Terms, as defined above, shall be automatically charged for the amount agreed upon between McDonald's Corporation and Radius Networks, Inc on the anniversary of the Commencement Date.*
- *Taxes. Radius Networks may not have nexus in the jurisdiction of Customer's location(s). If Radius Networks does not have jurisdiction, all fees are exclusive of any taxes, duties and freight. In such event, Customer is required to pay all taxes, including any sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties. If Radius Networks has nexus in the jurisdiction of the Customer's location(s), then any applicable taxes shall be listed separately on the invoice.*