

TERMS OF SERVICE (TOS)

Effective Date: September 23, 2026

Welcome to TuckerX LLC. These Terms of Service ("Terms") govern your use of the services provided by TuckerX LLC, including and operating under its associated brand names and web properties **94West.net**, **OaklandBackup.com**, **TuckerComm.com** and **Momsit.com** ("Company"). By purchasing or using our services, you agree to be bound by these Terms.

1. Services & Billing

Payment

All services are billed on a recurring subscription basis unless otherwise specified. Fees are due in advance and must be paid by the stated billing date.

Late Payments & Suspension

Failure to pay subscription fees when due may result in service suspension. TuckerX LLC reserves the right to suspend services after reasonable notice and may permanently delete customer data associated with inactive or unpaid accounts.

Refunds

Unless otherwise stated in a written Service Level Agreement (SLA) or separate contract, all payments are non-refundable.

2. Service Availability & Uptime

TuckerX LLC strives to maintain reliable and continuous service availability. However, all services are provided on an **"as is"** and **"as available"** basis.

The Company does not guarantee uninterrupted service and shall not be responsible for outages, downtime, delays, data loss, or service interruptions resulting from:

- Network failures

- Hardware or software malfunctions
- Cybersecurity incidents
- Third-party provider disruptions
- Scheduled maintenance
- Events beyond the Company's reasonable control

3. Limitation of Liability

To the fullest extent permitted by applicable law, TuckerX LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Loss of data
- Loss of profits
- Loss of business opportunities
- Business interruption
- Service unavailability

This limitation applies regardless of the legal theory under which damages are claimed and even if TuckerX LLC has been advised of the possibility of such damages.

4. Governing Law

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

Any dispute, claim, or legal proceeding arising from or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in **Oakland County, Michigan**, and both parties consent to the jurisdiction of those courts.

5. Modifications to Terms

TuckerX LLC reserves the right to modify these Terms at any time. Updated versions will be posted on the Company's website and will become effective upon publication unless otherwise stated.

6. Contact Information

For questions regarding these Terms of Service, please contact:

TuckerX LLC

(313) 363-6363

West Bloomfield, Michigan

Website: <https://tuckerx.com>