

Terms and Conditions

Last Updated: October 18, 2019

THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE USER, AND BLUEPRINT 108 LLC (DBA MOBILIZE US) A COLORADO LIMITED LIABILITY COMPANY (the “**Company**”). Please CAREFULLY READ these terms and conditions (these “Terms and Conditions”) before using this website, www.mobilizeus.com OR <https://messaging.mobilizeus.com/> (the “**Site**”), as well as using any mobile applications (whether iOS or Android) offered by the Company (the “**Apps**”). Collectively, the Site and the Apps, as well as the Services offered by the Company are referred to as the “**Platform**.” The Platform contains information, including, without limitation, all text, graphics, photographs, graphs, sounds, data, images, audio, video, page headers, software (including HTML and other scripts), buttons, and other icons, and the arrangement and compilation of this information (collectively, the “**Information**”) that is either owned or licensed by the Company.

Services and Availability

Mobilize US offers its customers a means to reach a wide audience of individuals through SMS/MMS text communications. Through a variety of subscription plans, customers are able to generate and send automated text messages using a keyword-based platform. The platform also allows one to one communication through inbound responses along with advances features for sending outbound SMS/MMS text communication. Groups and contacts have unlimited capacity and can be used for all contact management. These services and Platform may not be available everywhere. We shall use commercially reasonable efforts to transmit your messages and broadcasts, but the Company cannot commit to or guarantee a specific delivery time for messages and is not responsible for final delivery as this is beyond our control.

By accessing and using the Platform you thereby agree (a) that you have received, read and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof, (b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of the Company, as each may be amended or supplemented from time to time in our sole discretion without notice, and (c) that your use of the Platform shall comply with all applicable federal, state and local laws, rules or regulations, and that you are solely responsible for your compliance with, familiarity with and understanding of any such laws, rules or regulations applicable to your use of the Platform. **IF YOU DO NOT AGREE WITH ANY PORTION OF THESE TERMS AND CONDITIONS, YOU ARE PROHIBITED FROM USING OR ACCESSING THE SITE.**

Additionally, and without limiting the foregoing, by using or accessing the Site, you represent and warrant to us that you: (a) are thirteen (13) years of age or older, (b) are not currently restricted from using the Platform, or not otherwise prohibited from having an account with us, (c) are not a competitor of the Company, or engaged in any business or activity, directly or indirectly, that could be competitive with the business or activities of the Company, and are not using the Platform for any reason that may be in competition with the Platform or any other product or service offered by the Company, (d) have full power and authority to enter into and perform these Terms and Conditions, and doing so will not violate any other agreement to which you are a party, (e) will not violate any rights of the Company, including, without limitation, intellectual property rights such as patent, copyright or trademark rights, and (f) agree to provide, operate and maintain, at your sole risk, cost and expense, all equipment, software, and internet access necessary to use the Site.

Any personal data you submit to the Platform or which we collect about you is governed by our Privacy Policy. You acknowledge that by using the Platform, you have read and accept the terms of our Privacy Policy, and Anti-Spam Policy which is incorporated by reference as if fully set forth herein.

1. General Definitions

In addition to the terms defined above, the following terms have the meanings described below as follows:

- **“We,” “our,” or “us”** refers to the Company and the Company’s use of the Platform;
- **“User” or “Users”** refers to individuals who are users of the Platform;
- **“You” or “your”** refers to you, the individual, or if you are accessing this site on behalf of a company, the company for whom you are acting, the User of the Platform;

2. COMMUNITY GUIDELINES OF USE

Without limitation, you agree to abide by the following community guidelines when using the Platform:

1. That the content, materials, services and other intellectual property contained or embodied in the Platform are owned by the Company and are protected by patent, copyright, trademark and other similar laws;
2. Exercise caution and common sense, same as you would in any other interaction with persons unknown to you, to protect your personal information and data.
3. Not to use any automated means, including, without limitation, harvesting bots, robots, spiders, or scrapers;

4. Sending unsolicited marketing messages or broadcasts (i.e., spam) and you further agree to comply with the Company's Anti-Spam policy;
5. Not to engage in multi-level marketing using the Platform, including, without limitation, pyramid schemes and similar marketing concepts;
6. Not to upload, use or disseminate viruses, trojan horses, worms, cancel bots, or other malicious code or other abusive scripts or processes;
7. Not to solicit login, account or other personal information of another person or request or obtain access to an account of another person;
8. Not to bully, intimidate, mislead, or harass any person;
9. Not to send any prohibited messages to life-line services, such as hospitals, fire, police, 911, or utility- related telephone numbers;
10. Not to use strings of numbers, or engaging in multi-line businesses;
11. Not to transmit content that is hateful, threatening, or pornographic, incites violence, or contains nudity, graphic material, gratuitous violence or anything else found to be objectionable by the Company in its sole discretion;
12. Not to use the Platform in any manner that is, or could reasonably be construed to be, unlawful, including, without limitation, in violation of any law, and/or rules of any national or other governmental agencies, and any regulations or other pronouncements having the force of law;
13. Not to use the Platform in any manner that is, or could reasonably be construed to be, in violation of these Terms and Conditions, fraudulent, misleading, malicious or discriminatory;
14. Not to take any action that could disable, overburden, or impair the operation or availability of the Site, such as a denial of service attack;
15. Not to engage in manipulative practices designed to obfuscate the true intent of your submissions to the Platform, or to artificially generate traffic to another website;
16. Not to facilitate or encourage any violations of these Terms and Conditions;
17. Not to post or make any defamatory, disparaging or false statements, claims or allegations related to the Platform, the Company its officers, contractors, and/or employees, or any other product or service offered by the Company;
18. Not to make your account or any portion thereof or the services provided thereby available to the general public or any portion thereof;
19. Not to issue chargeback disputes against the Company;

20. Not to use patented, copyrighted, trademarked or other protected intellectual property without the written consent and authorization of the owner of such property;
21. Not to copy, distribute or disseminate the Platform or any portion thereof, and not to transfer the Platform, or any portion thereof, to another person or “mirror” the Platform, or any portion thereof, on any other server;
22. Not to decompile or reverse engineer, or attempt to decompile or reverse engineer, the Platform or any portion thereof; and
23. Not to take any other action that could result in any damage or disruption to the Platform, or that could otherwise result in any liability, damages, costs or expenses on the part of the Company.
24. You will respect the privacy of other Users (including, but not limited to Users’ private, family and home life), as well as the data and property of other Users.

Your failure to abide by these Terms and Conditions will result in your immediate removal from the Platform and cancellation of all services provided by the Company.

3. NO FIDUCIARY DUTY

Your use of the Platform does not create or impose any fiduciary duty on the Company to you, and this Agreement is not intended to, and does not, create or impose any fiduciary duty on the Company. As such, to the fullest extent permitted by applicable law and notwithstanding any other provision of this agreement, you and the Company agree that no fiduciary duty is placed on the Company by your use of the Platform.

4. BILLING AND PAYMENT

Your use of our Services is contingent on your paying for such use, in the amounts and using the methods indicated on the Site. Payment is deemed complete when the Company receives the full amount of payment owed for the Service you have chosen. You are responsible for paying for any message or broadcast you attempt to send to any number, regardless of receipt by intended recipient. The Company is free to adjust our prices from time to time and without prior notice.

Upon confirmation of payment method, the Company will charge your indicated method of payment for the Services immediately upon your confirming the payment method and amount. If you have chosen to make a payment by credit card and we do not receive payment from the credit card issuer, you agree to pay all amounts due immediately upon demand by the Company. Amounts charged are based upon the plan you select, as well as any applicable fees and taxes. By selecting a plan and providing payment information, you agree enter into a month-to-month billing cycle for the plan you selected.

The Company shall not be responsible for any errors or transmission failures with regard to the charging and collection of funds from your indicated payment method, nor for any actions taken by the provider of the payment method you choose (which could include refusal to authorize the charge). In addition to these Terms, any payments made by you may be subject to the agreement between you and the provider of the payment method.

You are responsible for all charges related to purchases made using your account and payment method, whether or not you authorized such purchases.

5. ACCESS FOR REGISTERED USERS

Portions of the Platform may be made available only to persons who have registered and who have been issued a username and/or password or other positive identifiers by the Company (“Registered Users”). Only Registered Users are authorized to access the restricted portions of the Platform. Your use of the Platform and access to the Information contained therein is expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in these Terms and Conditions. In addition, access to certain areas of the Platform may also be governed by other terms and conditions. In the event of a conflict between these Terms and Conditions and those necessary to access restricted portions of the Platform, the terms and conditions governing the restricted portions of the Platform will govern your access to such areas and any transactions conducted while in such restricted areas, and these Terms and Conditions will apply where there is not a conflicting provision.

6. LICENSE AGREEMENT/TERMINATION

By registering for the Platform and using the Services offered by the Company, the Company grants you a limited revocable non-transferable license to use the Platform. This license is solely for your own use, only for the purposes set forth on the Platform. You may download, view, copy, and print the Information incorporated into the Platform solely for your personal, non-commercial use. The Information may not be transferred to, shared with or disseminated with anyone for any purpose that is inconsistent with the purpose of the Platform, to facilitate unfair competition with the Company or the Platform, or for any purpose that is inappropriate or unlawful under applicable United States or international law or otherwise in violation of these Terms and Conditions. The Company reserves all rights, including but not limited to, intellectual property rights not expressly granted to you.

This limited license is freely revocable and may be terminated by the Company at any time and without cause and in the sole discretion of the Company. This License shall automatically be revoked and terminated upon any violation of these Terms and Conditions or any other rule, regulation or policy of the Company. Upon termination of this license, you agree that you shall destroy any materials (electronic or otherwise) related to the Platform that remain in your possession or control, and

acknowledge that after such revocation or termination the Company may deny your access to the Platform in its sole discretion.

If the Company terminates your account, you may not register for a new account under your name, or any fake name or assumed alias, corporate name, or on behalf of a third-party.

You are free to terminate your account at any time by ceasing to use the Platform in its entirety.

These Terms and Conditions survive any termination of your account.

7. THIRD PARTY LINKS

The Platform may contain links to other websites. These links are provided for informational purposes only, and the Company does not sponsor or affiliate with any linked entity unless expressly stated. The Company makes no representations and assumes no responsibility for your use of links provided on the Platform. You agree to indemnify and hold the Company and any of its related entities, board members, employees, agents and representatives harmless from and against, and shall reimburse the Company for any liability, damage, claim, loss, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) which may be incurred by the Company as a result of the material you link, upload, post, or transmit to the Site. The Company has no duty to review or edit materials submitted by users. Any such materials may be removed by The Company at any time for any reason whatsoever.

8. MODIFICATION

The Company reserves the right to update the Terms and Conditions at any time without notice to you. The most current version of the Terms and Conditions can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of the Site.

9. MOBILE APP UPDATES AND UPGRADES

By installing any App, you agree to the installation and any updates or upgrades released through the Platform. Updates and upgrades are necessary to ensure the proper performance of the Platform and to ensure a satisfactory user experience. You have the option to perform updates and upgrades automatically. If you elect for automatic upgrades, you consent to the automated communication between your mobile device and the platform. Any personal information collected through this process is governed by the Privacy Policy.

10. PASSWORD DISCLOSURE

You are prohibited from sharing your username and/or password with any other person, and you are responsible for ensuring that you do not take any actions — or fail to take any actions — that could result in their unauthorized access and use of the Platform or the services offered by the Company. If, at any time, you are issued a username and/or password or other positive identifiers of the user issued and authorized by the Company and you learn or suspect that such identifiers have been disclosed or otherwise made known to any person other than yourself, you agree to immediately change your password to prevent unauthorized access to your account.

You are responsible for any and all information provided and any and all orders, acts and/or omissions that occur while user codes are being used, in each case, whether by you or a third party. We are not responsible for any breach of security caused by your failure to maintain the confidentiality and security of any of the user codes. You agree to notify us immediately in the event of loss, theft or disclosure of any or all of the user codes, if you believe the confidentiality or security of any or all of the user codes has been compromised in any way or in the event of your learning about a possible or actual unauthorized access to and/or use of the Platform. You are limited to one user code. Duplicate user codes may be revoked. We reserve the right to revoke or modify the user codes at any time with or without prior notice.

11. INTERACTIVE AREAS/USER GENERATED CONTENT

You may be permitted to access and use text messaging services, blogs, comments sections, and email forms, and other forms electronic communications through the Platform (“Interactive Areas”). If you participate in or use any Interactive Area, you are responsible for your own communications and the consequences of posting your communications. If you choose to post material using such Interactive Areas, you agree to do so solely for lawful purposes and in compliance with all applicable laws. You expressly agree that we have no responsibility for or control over the content you may post on or using these Interactive Areas. We make no representation that your use of the Interactive Areas will comply with applicable laws or that they were designed to comply with the applicable laws. You also expressly agree that you will not post any material that: (1) is defamatory, libelous, abusive, or obscene, including, without limitation, material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law; (2) infringes on the copyright or any other proprietary right of a third party; (3) would invade the privacy of any other person; (4) is intended to advertise to or solicit others without our express permission; (5) constitutes charity solicitations, chain letters or pyramid schemes; (6) contains a virus, worm, trojan horse, time bomb, or any other harmful program or component; or (7) does not generally pertain to the designated topic or theme of the Site. You further expressly agree that you will not: (a) after receiving warning, continue to post material which we have advised you not to post; (b) create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) post, generate or disseminate so-called “spam” or mass-mailings; (d) harvest or otherwise collect information about others,

including email addresses, without their consent; (e) interfere with or disrupt networks connected to the Site, or used for purposes of delivering the Content or the Services (or violate the regulations, policies or procedures of such networks); (f) attempt to gain unauthorized access to restricted areas of the Site, computer systems or networks connected to the Site, through password mining or any other means; or (g) interfere with another user's use and enjoyment of the Site.

We do not and are not responsible for screening or monitoring material posted by you or any other person or entity in Interactive Areas. If notified by one of our Users of any material that is alleged not to conform to the terms of this Agreement, we may investigate the allegation and determine in our sole discretion to remove or request the removal of the material. We reserve the right to remove material that is abusive, illegal, disruptive, or that otherwise fails to conform to this Agreement. We reserve the right to edit or delete any material posted on our Site, regardless of whether such material violates these standards for content. We have no liability or responsibility to you or any other person or entity for performance or nonperformance of the screening activities set forth above.

We further do not represent, warrant or guarantee the truthfulness, accuracy, or reliability of any of the material posted in Interactive Areas. We also do not endorse any opinions expressed in Interactive Areas. **YOU ACKNOWLEDGE THAT ANY RELIANCE ON CONTENT POSTED IN INTERACTIVE AREAS AND YOUR USE OF THOSE AREAS IS AT YOUR OWN RISK.**

Any content created by Users in the Interactive Areas constitutes User Generated Data ("**UGD**"). By posting UGD to Interactive areas, you hereby agree and grant the Company a perpetual, world-wide, non-exclusive, and irrevocable license to use the UGD, royalty-free, for any rights you have in your UGD.

The Company does not monitor UGD unless flagged by a User. You agree that the Company is not responsible or liable for the content of UGD.

12. CHOICE OF LAW AND JURISDICTION

These Terms and Conditions and any claim, controversy, or dispute arising out of or relating to the Terms and Conditions or you use of the Platform shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to any conflict of law principles.

13. ARBITRATION AND CLASS ACTION WAIVER

In the event a dispute of any kind arises out of, in connection with, or relating to these Terms of Service between you and the Company (including any dispute concerning its construction, performance or breach), the parties agree to submit the dispute to arbitration for final resolution. You and the Company agree to attempt to resolve the dispute informally for at least 30 days before proceeding to arbitration. All documents, discovery and other information related to any such dispute, and the

attempts to resolve or arbitrate such dispute, will be kept confidential to the fullest extent possible. If a dispute arises, any party to the dispute will give written Notice to each other party. After Notice has been given, the parties in good faith will attempt to negotiate a resolution of the dispute. If, within 45 days after the Notice has been given, a dispute is not resolved through negotiation or mediation, the dispute will be arbitrated and submitted to JAMS/Endispute, or other mutually agreed upon provider and in accordance with the commercial arbitration rules of the agreed upon provider. Any such controversy or claim will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted using the JAMS/Endispute service or other mutually agreed upon provider, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The parties agree to share the cost of Arbitration. The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and not by a court of law. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs in the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recovery of reasonable attorneys' fees in any court proceeding relating to this agreement to arbitrate or the enforcement or collection of any award or judgment rendered under this Agreement.

Class Action Waiver. Both you (and your affiliates) and the Company (and our affiliates) agree that any claims or controversies between us must be brought against each other only on an individual basis. Neither you (and your affiliates) nor the Company (and our affiliates) can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person or entity's claims into a single case and cannot preside over any class, consolidated, or representative proceeding (unless we agree otherwise). Moreover, the arbitrator's decision or award in one person or entity's case can only impact the person or entity that brought the claim, not other Company's customers; it cannot be used to decide other disputes with other customers.

14. DISCLAIMER OF WARRANTIES

You acknowledge and agree that no warranties of any kind are made with respect to the Platform and other services offered by the Company. Furthermore, you acknowledge that the Information and links provided through the Platform are compiled from sources that are beyond the control of the Company. Though such Information is recognized to be generally reliable, you acknowledge that inaccuracies may occur, and that the Company and its licensors do not warrant the accuracy or suitability of the Information.

FOR THIS REASON, YOU ACKNOWLEDGE THAT THE PLATFORM AND THE INFORMATION CONTAINED THEREIN ARE PROVIDED TO YOU ON AN “AS IS, WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, AVAILABILITY, SERVICE LEVELS, TIMELINESS, AND PERFORMANCE OF THE PLATFORM.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY DISCLAIMS ALL LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY’S FEES) RELATED TO THE FOLLOWING, AND DOES NOT WARRANT THAT (I) THE PLATFORM WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, (III) THAT ANY RESULTS MAY BE OBTAINED FROM YOUR USE OF THE PLATFORM, OR THAT ANY DATA, CONTENT OR INFORMATION ON THE SITE IS, OR WILL BE, VALID, ACCURATE, TIMELY, ADEQUATE, COMPLETE, LEGAL OR OTHERWISE RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE PLATFORM WILL BE CORRECTED.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY DISCLAIMS ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE PLATFORM; AND, THE COMPANY DISCLAIMS ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PLATFORM OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE SITE.

THE COMPANY DISCLAIMS ALL LIABILITY AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

UNDER THESE TERMS AND CONDITIONS, YOU ASSUME ALL RISK OF ERRORS AND/OR OMISSIONS IN THE PLATFORM, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU HEREBY ASSUME ALL RESPONSIBILITY (AND THEREBY HOLD THE COMPANY HARMLESS), BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS, FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION.

THE COMPANY DISCLAIMS ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE PLATFORM, AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE QUALITY OF WORK/SERVICES CONTRACTED FOR AND PERFORMED.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY OR ITS EMPLOYEES, AGENTS, LICENSORS OR CONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, REVENUES, OR OTHER ECONOMIC LOSSES WHETHER DEEMED DIRECT OR CONSEQUENTIAL AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE.

IN NO EVENT SHALL OUR LIABILITY FOR ANY DAMAGES, REGARDLESS OF KIND OR TYPE, TO YOU OR ANY OTHER PERSON, EXCEED \$250.00. The Company is not liable for any loss incurred by the failure of a message or broadcast to be delivered, and you acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from the Company for any such non-deliveries. Furthermore, you agree that message and broadcast contents are deemed to have zero value. Any action on any claim against the Company must be brought by the user within one (1) year following the date the claim first accrued or shall be deemed waived.

16. FORCE MAJURE

The Company shall not be liable for any failure or delay in performing our obligations hereunder, if such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, insurrection, terrorism, strike, failure or downtime of any telecommunications line and/or unavailability of any telecommunications or Internet facilities, power failure, governmental restrictions, any court order, compliance with any law, regulation, order of any governmental authority, or any other cause beyond the reasonable control of the Company.

17. SEVERABILITY

Whenever possible, each provision of these Terms and Conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms and Conditions shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.

18. INDEMNIFICATION

You agree to defend, indemnify, and hold the Company and its employees, agents, licensors or contractors harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to your use of the Platform, including without limitation, your violation of these Terms and Conditions, in each case whether or not caused by the negligence of the Company or its employees, agents, licensors or contractors and whether or not the relevant claim has merit.

In the event that any third-party claim is brought, the Company has the right and option to, at its own expense, undertake the defense and control of such action with counsel of its choice. If the Company exercises this option, you agree to cooperate with it in asserting any available defenses.

19. NO WAIVER

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. Any waiver must be in writing and signed by both parties to be legally binding.

20. COPYRIGHT, PATENT AND TRADEMARK NOTICE

The Platform and Information is the valuable, exclusive property of the Company its licensors and nothing in these Terms and Conditions shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The Information is protected by contract law and various intellectual property laws, including domestic and international copyright laws. Except as expressly permitted in these Terms and Conditions, you may not copy, adapt, distribute, commercially exploit, or publicly display the Information or any portion thereof in any manner whatsoever without the Company's prior written consent. You may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Information. The Company, and its associated logos, and all page headers, custom graphics, buttons, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the Company. All other product names and company logos mentioned on the Platform or Information are trademarks of their respective owners.

21. PROPRIETARY RIGHTS

The Platform and its content are protected by copyright, trademark and other proprietary laws. Any Company logos and/or trademarks that appear in any Course are our property and may not be used without our express written consent. All other trademarks, service marks and logos used in connection with any Course, with or

without attribution, are the trademarks, services, or logos of their respective owners and may not be used without their express written consent.

22. YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that:

(A) you are the person to whom the User Codes you used to access the Platform were issued by us and the information you provided to us in connection with the issuance of the User Codes, if any, was and is true, accurate, current and complete;

(B) if you are accessing the Platform on behalf of the company or organization to whom the User Codes you used to access the Platform were issued by us, you are duly authorized by all necessary action and have all consents, rights and authority to execute these Terms and Conditions on behalf of yourself and your principals and the company or organization on whose behalf we grant you access to the Platform;

(C) You agree are responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the Services and for paying all access charges (e.g., Internet Service Provider, telecommunications) incurred while using the Services.

(D) You represent and warrant that the owners of the phone numbers you initiate messages or broadcasts to through the Platform have consented or otherwise opted-in to the receipt of such messages and broadcasts as required by any applicable law or regulation.

(E) You agree that you will include clear opt-out/unsubscribe information in your messages or broadcasts when required to do so by any applicable law or regulation, and that you will otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if it is applicable to your messages.

(F) You further agree that any individuals requesting Do-Not-Call ("DNC") status shall be immediately placed on your DNC accounts list and you further agree that you will not initiate any further messages or broadcasts to any individuals after they request DNC status.

(G) you will not reverse engineer, de-compile or reverse compile any of our technology;

(H) unless we expressly authorize you to do so in writing, you will not use, reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purposes any portion of the Platform;

(I) you will access and use the Platform in compliance with any and all applicable law(s), rules(s) or regulation(s) (whether in the United States or other countries) and the terms and conditions of these Terms and Conditions;

(J) if we grant you access to the Platform in your individual capacity, you are at least 13 years of age; and

(K) you have all consents, rights and authority to provide and submit any and all information and content provided and submitted by you or using User Codes to or otherwise using the Platform and all such information and content (1) are true, accurate, current and complete and we may rely on such information and content; (2) are not libelous, defamatory, indecent, obscene, harassing, hateful or violent; (3) are not meant to harm the Company or any third party; (4) do not constitute or include viruses or other harmful codes; (5) as well as their anticipated uses, do not violate, infringe or misappropriate any copyright, patent, trademark or other proprietary rights, or right of publicity or privacy of the Company or any third party; and (6) do not violate these Terms and Conditions, or any applicable law, rule or regulation (whether of the United States or other countries) including but not limited to, The Telephone Consumer Protection Act (TCPA), Federal Trade Commission and Federal Communications rules, the National DNC list registry rules.

23. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws in connection with your use of the Platform.

24. COMMUNICATIONS AND NOTICE

When you visit our Site, use the Platform, or send us an email, you expressly indicate your consent to electronically receive any and all communications, notices, and our disclosures that we may provide in connection with your use of the Platform, including, without limitation, e-mail, and in-website chat communications. All agreements, notices and communications that we provide to you by email will satisfy all legal requirements that they be in writing and delivered to you. Any such notices may also include emails with promotional, marketing, and advertising information and recommendations that we believe may be of interest to you, in accordance with applicable law. Consistent with federal CAN-SPAM or anti-spam laws, if you do not wish to receive commercial emails, you may unsubscribe following the instructions on any email, excepting that we may still send you administrative and transactional notices, including, without limitation, information about your Account, confirmation of your registration for Courses, information about your progress, or other services that may be necessary to provide you with any one of the Services. All notices that you are required to make hereunder shall be in writing. They will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail at info@mobilizeus.com; on the day after it is

sent, if sent for next-day delivery by a recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, with return receipt requested.

25. FEEDBACK

We welcome all feedback, ideas, inventions, materials, and suggestions (“Feedback”) from our Users regarding the Platform. You understand and agree that the Company does not waive any rights to use similar and/or related Feedback previously or contemporaneously known to it, whether developed by its employees, contractors, obtained from other sources, or submitted by other Users. Further, by submitting any Feedback, you grant us the right to use the Feedback without any restrictions on the use of such Feedback or any compensation to you. You can send Feedback via email to info@mobilizeus.com.

26. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and the Company. This agreement may not be modified except by the Company.