

# APPROVED CONTACT NETWORK LLC

## ApprovedContact.Net Texting Terms of Use

*Last Updated on October, 2021*

Approved Contact Network LLC, a Nevada limited liability company ("Approved Contact Network," "us" or "we"), operates an online service that may be accessible through certain portions of the approvedcontact.net site and/or mobile application (the "Service") that allows users to, among other things, create a user profile and communicate with a network of contacts.

These ApprovedContact.Net Texting Terms of Use and any additional terms or conditions that we post on the Service from time-to-time ("Terms of Use") set forth the terms and conditions under which you may access and use the Service.

**PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICE AND/OR REGISTERING WITH THE SERVICE, YOU AGREE TO THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE (WITHOUT MODIFICATION), DO NOT ACCESS OR USE THE SERVICE.**

Approved Contact Network reserves the right to modify, supplement or change the Terms of Use at any time without prior notice to you. Such modification or change shall be effective upon posting on the Service. If Approved Contact Network revises the Terms of Use, it will also revise the "Last Updated" date at the top of this page. The most current version of the Terms of Use can be reviewed by clicking on the "TERMS OF USE" hypertext link located at the bottom of Approved Contact Network web pages. Your continued entry to and/or use of the Service after Approved Contact Network posts any revised and/or supplemental Terms of Use constitutes your agreement to any such revised and/or supplemental Terms of Use. If you do not agree to such revised and/or supplemental Terms of Use, do not access the Service.

**PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THE TERMS OF USE OR ON THE SERVICE TO THE CONTRARY, THE SERVICE IS PROVIDED WITHOUT ANY WARRANTIES AND SUBJECT TO LIMITATIONS ON APPROVED CONTACT'S LIABILITY. THESE TERMS ARE CONTAINED IN SECTIONS 19 AND 20 BELOW.**

### 1. Definitions

| Term                          | Meaning                                                                                                                                                                              |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Administrative Account</b> | An account that, together with one or more User Accounts, comprises an Enterprise Account and may be used to administer an Enterprise Account.                                       |
| <b>Company Page</b>           | A web page on the Service where Enterprise Account Holders can post information.                                                                                                     |
| <b>Content</b>                | Any information displayed or transmitted on the Service by (1) Approved Contact Network or (2) other users of the Service.                                                           |
| <b>Enterprise Account</b>     | An account created by a company or other organization (the "Enterprise Account Holder") that consists of an Administrative Account and one or more User Accounts.                    |
| <b>Individual Account</b>     | A User Account created by an individual (the "Individual Account Holder") on his/her own behalf. The individual may create a "Basic Individual Account" or a "Premium User Account". |

|                             |                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Log-in Information</b>   | Passwords, usernames and other log-in information used to access your electronic calendar and/or contact database.                                                                                                                                                                                                                                    |
| <b>Renewal Payment</b>      | The amount due for the Renewal Period, if any.                                                                                                                                                                                                                                                                                                        |
| <b>Subscription Payment</b> | The amount due for the Subscription Period.                                                                                                                                                                                                                                                                                                           |
| <b>User Content</b>         | All content and information uploaded or otherwise submitted in connection with your User Account, excluding Log-in Information and User Feedback. User Content includes, without limitation, (1) your profile, (2) photographs, (3) contact and/or calendar information, and (4) the contents of discussion boards and chats that were posted by you. |
| <b>User Feedback</b>        | All ideas, concepts, suggestions, documents and/or proposals regarding the Service that you submit to Approved Contact.                                                                                                                                                                                                                               |

## 2. General Use

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### License to Use

Conditioned upon, and subject to, your strict compliance with the Terms of Use, Approved Contact Network grants you a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable limited license to access and use the Service solely to create a user profile and communicate with a network of contacts, and for other purposes as expressly permitted by Approved Contact Network in writing on the Service.

### Use of Service

You shall (a) review and comply with notices sent by Approved Contact Network regarding the Service, (b) review and comply with these Terms of Use, (c) use the Service in a professional manner, and (d) comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and licenses regarding your use of the Service and communication with contacts, including, without limitation, privacy laws, intellectual property laws, and any applicable laws regarding online conduct, acceptable content, and the transmission of technical data exported from the United States or the country in which you reside.

## 3. Your Use

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### Restriction, Termination and Suspension on Your Use

Approved Contact Network may modify, suspend, discontinue and/or restrict the use of all or any portion of the Service including, without limitation, the Content, at any time for any reason (or for no reason) and without notice or liability. You agree that (a) if your authorization to access or use the Service is terminated, you will not thereafter access or use, or attempt to access or use, the Service, directly or indirectly, (b) if your authorization to access or use the Service is suspended, you will not thereafter access or use, or attempt to access or use, the Service, directly or indirectly, until your suspension is removed and Approved Contact Network gives you express notice thereof, and (c) if your authorization to access or use the Service or any feature thereof is restricted, you will not thereafter access or use, or attempt to access or use, any restricted portion or feature of the Service, directly or indirectly, until such restriction is removed and Approved Contact Network gives you express notice thereof.

### Use of Content

You may print or copy Content that you are authorized to access, solely for informational and networking purposes in connection with your use of the Service; provided that you (a) do not remove any title, trademark, copyright and/or restricted rights notices contained on such Content, and (b) strictly comply with the provisions of the Terms of Use including, without limitation, Section 4 (Restrictions) below.

## 4. Restrictions

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## No Prohibited Access or Use

You agree not to access or use the Service for any purpose that is prohibited by the Terms of Use or that is contrary to the intended purpose of the Service. You further agree not to access or use the Service for purposes that compete with Approved Contact Network or if you are a competitor of Approved Contact Network.

## General Restrictions

Except as expressly provided in Section 3.2 (Use of Content) above, you may not (and you agree that you will not) reproduce, alter, modify, create derivative works, publish, broadcast, transmit, distribute, perform, display, sell, re-brand, publicly display or otherwise transfer the Service and/or any Content (excluding your User Content) without first receiving Approved Contact Network's express written permission. You further agree not to, without first obtaining Approved Contact Network's express written permission, (a) use any of its trademarks as metatags on other web sites, and/or (b) display any part of the Service in frames (or any Content via in-line links) or engage in "mirroring." You agree not to circumvent, disable or otherwise interfere with security features of the Service and/or features that prevent or restrict use or copying of the Service (including, without limitation, any Content and other information contained therein). You further agree not to decompile, reverse engineer, disassemble, decipher or otherwise attempt to derive the source code for any software or other products or processes accessible through the Service, and not to take any action (including, without limitation, inserting any code, files, programs or product or manipulating the Service in any way) that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Service. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, scraping, Trojan horses, or any other data gathering or extraction method in connection with your use of the Service except for customary search engines used in accordance with automated instructions directed to search engines and available on the Service.

## Limitations on Use of the Service

You agree not to use the Service:

- to create a false or misleading profile, or misrepresent your affiliation with Approved Contact Network or any third party;
- to impersonate any person or entity;
- to violate the privacy rights of or abuse, harm, "stalk" or otherwise harass another;
- collect or store personal data about other users without permission;
- to contact people whom you do not know;
- to conceal the origin of any communication transmitted by you or on your behalf; or
- use our Services for any purpose that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, any other form of unauthorized solicitation, for any pornographic, sexually explicit, sex trafficking, or prostitution purposes, or for any lottery or gambling purposes.

## 5. The Service

The Service is available only to Registered Users. You agree not to access any portion of the Service for which we do not intentionally provide you access. Without limiting the generality of the foregoing, you shall not access or use (or attempt to access or use) another Registered User's account, except as expressly allowed hereunder.

### Registered Users and User Accounts

If you successfully register with our Service, you will be considered a "Registered User" of and will have a "User Account" for the Service.

### Account Responsibility

You are responsible for all use of your Administrative Account, Enterprise Account, Individual Account and/or User Account, as applicable, whether or not the applicable use is authorized by you, until you terminate or transfer your account.

## 6. Enterprise Account Holders

This section applies only to Enterprise Account Holders.

## 6.1 Agreement to Terms of Use

BY CLICKING "JOIN NOW" AND CLICKING THE BOX TO INDICATE YOUR ACCEPTANCE TO THESE TERMS OF USE, (A) YOU, IN YOUR INDIVIDUAL CAPACITY, AGREE TO THESE TERMS OF USE WITHOUT MODIFICATION, AND (B) YOU REPRESENT TO APPROVED CONTACT, IN YOUR INDIVIDUAL CAPACITY, THAT (i) YOU ARE 18 YEARS OF AGE OR OLDER, (ii) YOU HAVE AUTHORITY TO BIND TO THIS AGREEMENT THE ENTITY ASSOCIATED WITH THE CORRESPONDING REQUEST FOR AN ENTERPRISE ACCOUNT, AND THAT DOING SO WILL NOT VIOLATE ANY OTHER AGREEMENT TO WHICH YOU OR SUCH ENTITY ARE A PARTY, AND (iii) SUCH ENTITY AGREES TO THIS AGREEMENT WITHOUT MODIFICATION. OTHER THAN AS SPECIFICALLY USED IN THE CLAUSES OF THIS SECTION 6.1, USE OF THE TERMS "YOU" (AND VARIATIONS THEREOF) IN THIS AGREEMENT REFERS TO SUCH ENTITY ASSOCIATED WITH THE CORRESPONDING REQUEST FOR AN ENTERPRISE ACCOUNT.

## 6.2 Enterprise Account Users

Any use of a User Account comprising your Enterprise Account shall be considered a use of your Enterprise Account. Each such User Account must be designated for use by a named individual (each an "Enterprise Account User"), and you may allow only such named individual to use the User Account designated for him or her. If an Enterprise Account User is no longer authorized by you to use and access the Enterprise Account, you shall deactivate his/her User Account. You will be responsible for all access to, and use of, the Service by an Enterprise Account User (and anyone that uses and/or accesses the Service through a User Account comprising your Enterprise Account), for any transactions facilitated by such Enterprise Account User, and for any damage we incur as a result of any act, error, or omission of any Enterprise Account User (and anyone that uses and/or accesses the Service through a User Account comprising your Enterprise Account). Any breach of this Agreement by an Enterprise Account User (and anyone that uses and/or accesses the Service through a User Account comprising your Enterprise Account) shall be considered a breach by you.

## 6.3 Administrative Accounts

The Service may from time-to-time permit an Enterprise Account Holder, through the functionality of its Administrative Account, to (a) add and remove groups, (b) designate the Enterprise Account Users, and (c) define the content that is posted on the Enterprise Account Holder's Company Page.

## 7. Enterprise Account Users

This section applies only to Enterprise Account Users.

### 7.1 Agreement to Terms of Use

BY CLICKING "JOIN NOW" AND CLICKING THE BOX TO INDICATE YOUR ACCEPTANCE TO THESE TERMS OF USE, YOU REPRESENT AND WARRANT TO APPROVED CONTACT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND AGREE TO THESE TERMS OF USE WITHOUT MODIFICATION. USE OF THE TERMS "YOU" (AND VARIATIONS THEREOF) AND "CUSTOMER" IN THIS AGREEMENT REFERS TO YOU AS AN INDIVIDUAL.

### 7.2 Enterprise Account Holder Rights

You hereby acknowledge that Approved Contact Network and/or the Enterprise Account Holder has the right to (a) view, use and copy all of your User Content in the Enterprise Account, including your User Account, (b) post your personally identifiable information in its online company directory, and (c) terminate and/or suspend your access to the Enterprise Account.

### 7.3 Termination of Enterprise Accounts

If your Subscription to an Enterprise Account is terminated, Approved Contact Network will convert your User Account into an Individual Account automatically, in which case you will become an Individual Account Holder.

You will be responsible for any Subscription Payments for maintaining your Individual Account according to Section 8 and Section 11.

## 8. Individual Account Holders

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This section applies only to Individual Account Holders.

### 8.1 Agreement to Terms of Use

**BY CLICKING "JOIN NOW" AND CLICKING THE BOX TO INDICATE YOUR ACCEPTANCE TO THESE TERMS OF USE, YOU REPRESENT AND WARRANT TO APPROVED CONTACT NETWORK THAT YOU ARE 18 YEARS OF AGE OR OLDER AND AGREE TO THESE TERMS OF USE WITHOUT MODIFICATION. USE OF THE TERMS "YOU" (AND VARIATIONS THEREOF) AND "CUSTOMER" IN THIS AGREEMENT REFERS TO YOU AS AN INDIVIDUAL.**

### 8.2 Account Merger

If you have a Basic Individual Account and an Enterprise Account Holder designates you as an Enterprise Account User, your Basic Individual Account will merge into a User Account of the applicable Enterprise Account, provided that the email address designated in your Basic Individual Account has the same domain name as the Enterprise Account Holder. The date on which the Basic Individual Account merges into a User Account of the applicable Enterprise Account is the "Merge Date". Beginning on the Merge Date, (a) you will be an Enterprise Account User, (b) all User Content within your Individual Account will merge into the User Account of the applicable Enterprise Account, (c) the Enterprise Account Holder will have the right to view, use and copy your User Content, and (d) the Enterprise Account Holder will be permitted to post your personally identifiable information in its online company directory.

## 9. Account Security

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Except as expressly provided in these Terms of Use, you shall not allow any other individual or entity to access and/or use your Administrative Account, Enterprise Account, Individual Account and/or User Account, as applicable. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. If you are an Enterprise Account Holder, you agree to require each Enterprise Account User to protect his or her respective username and password by, among other things, keeping his or her username and password to each User Account confidential. If, notwithstanding the foregoing obligation, another party uses your username and/or password to access your Administrative Account, Enterprise Account, Individual Account and/or User Account, as applicable, you will be responsible for all use by the party using such account. You agree to (a) immediately notify Approved Contact of any unauthorized use of your password or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

## 10. Term and Termination

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Unless expressly agreed otherwise in writing, the term of a subscription to the Service for an Enterprise Account or a Premium Individual Account (a "Subscription") shall commence on the date on which the Yearly Fee or Monthly Fee is received, and (a) if the Yearly Fee was paid, shall continue for a period of one (1) year, or (b) if the Monthly Fee was paid, shall continue for a period of one (1) month (as applicable, the initial 1 year period or 1 month period shall be referred to as the "Subscription Period"); subject, however, to renewal and earlier termination as provided herein. You may renew your Subscription for a period of one (1) month, multiple months or one (1) year (each a "Renewal Period") by contacting Approved Contact or, as available, via the Service.

### 10.2 Termination of Subscriptions

An Enterprise Account Holder or Individual Account Holder, as applicable, may terminate its Subscription by giving written notice and your Subscription will terminate at the end of the then-current Subscription Period or Renewal Period, as applicable. Approved Contact Network may at any time terminate your Subscription to the Service for any reason (or for no reason) and without notice or liability. Without limiting the generality of the foregoing, Approved Contact Network may terminate accounts of Users who, in Approved Contact Network's

sole discretion, are repeat infringers under the United States Copyright Act. Any termination may be effective on the date set forth in a notice to you or, if no notice or date is provided, may be effective immediately.

### **10.3 Effect of Termination**

Upon termination of your Subscription, (a) you shall no longer access and/or use the Service and (b) Approved Contact Network may, in its sole discretion, (i) delete all information and content (including User Content) in your Administrative Account, Enterprise Account, Individual Account and/or User Account, as applicable, and (ii) bar you from any future use of the Service. Notwithstanding the foregoing, Approved Contact Network reserves the right to retain and use such information and content as necessary to comply with its legal obligations, resolve disputes, and enforce the Terms of Use.

## **11. Payments**

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This section applies only to Enterprise Account Holders and Individual Account Holders.

### **11.1 Subscription and Renewal Payments**

You agree to pay all Subscription Payments and Renewal Payments, if any, when due and in accordance with the payment terms that Approved Contact Network issues from time-to-time.

We may, in our sole discretion, change the amount due for the Subscription Payment or Renewal Payment. Any such change shall be effective upon posting on the Service or other communication to you unless otherwise noted.

### **11.3 Refund Policy**

All payments due hereunder are non-refundable.

### **11.4 Payment Method**

All amounts payable hereunder must be made by a credit card designated by you or by other payment methods as Approved Contact Network may permit from time-to-time. If you pay any Subscription Payment or Renewal Payment by credit card, you hereby authorize Approved Contact Network or its third-party vendor (operating on behalf of Approved Contact Network) to charge the designated card on the date on which you create your Enterprise Account or Individual Account, as applicable. If Approved Contact Network does not receive payment from the applicable card issuer or its agents, you agree to pay all amounts due immediately upon demand. You agree to promptly notify Approved Contact Network of changes to (a) the account number or expiration date of its designated card, and/or (b) its billing address. You also agree to promptly notify Approved Contact Network if your card is canceled.

### **11.5 Failure to Make Payment**

If Approved Contact Network does not receive a Renewal Payment within thirty (30) days of the date on which it is due, Approved Contact Network may suspend your access to the Service, including without limitation the Service and any Administrative Account, Enterprise Account, Individual Account and/or User Account, as applicable. You agree to reimburse Approved Contact Network for all collection costs and interest for any overdue amounts.

## **12. Privacy Policy**

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You should carefully read our Privacy Policy before using and/or registering with our Service. The Privacy Policy governs our collection, use disclosure and maintenance of information gathered on the Service, including without limitation personally identifiable information.

## **13. User Information, Content and Communications**

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### **13.1 Information Provided**

If you provide any information to us, you agree to (a) provide only true, accurate, current and complete information, and (b) keep such information current.

### 13.2 User Content

You acknowledge that Approved Contact Network has no obligation to pre-screen content contributed to the Service. Approved Contact Network has the right, but not the obligation, at any time and without prior notice, to refuse, remove or disable any content, including your User Content, that is available via the Service. Without limiting the generality of the foregoing, Approved Contact Network may edit or remove any User Content you submit to the Service that Approved Contact Network, in its sole discretion, deems abusive, defamatory, obscene, unlawful or otherwise objectionable. We are not responsible for maintaining your User Content and we may, in our sole discretion, remove it from the Service or delete or destroy it at any time with no liability or obligation to you. You agree not to provide any User Content:

- that is discriminatory, harmful, threatening, violent, indecent, inflammatory, pornographic, profane, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, false or inaccurate, invasive of another's privacy, hateful, inappropriate, or otherwise objectionable;
- that is unlawful, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or that would otherwise violate any law, or contractual or fiduciary relationship;
- that is misleading, deceptive or fraudulent;
- that infringes, violates or misappropriates any patent, trademark, trade secret, copyright or other proprietary rights of any party; or
- that contains any unauthorized solicitations, advertisements, marketing or promotional materials, "junk mail," "spam," "chain letters," or "pyramid" schemes.

### 13.3 License to User Content

By disclosing, uploading or otherwise submitting User Content to the Service, you represent and warrant to us that (a) such User Content is not confidential, (b) that you have the right and authority to disclose, upload and/or submit such User Content on the Service, and to grant the rights granted herein, (c) such User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and the User Content does not contain any personally identifiable information about any third party in violation of such party's rights; and (d) the use of any User Content will not result in harm or personal injury to any third party. Any User Content that you submit to us is at your own risk of loss. You may also choose to make your User Content available to others.

### 13.4 Assignment of User Feedback

The Service may permit users to provide User Feedback. If you submit any User Feedback, such User Feedback shall be owned exclusively by Approved Contact Network and Approved Contact Network may, in its sole discretion, use and/or disclose such User Feedback for any and all purposes, without any compensation to you. To the extent you have or obtain any intellectual property right in or to any User Feedback, you hereby assign all right, title and interest in or to any User Feedback to Approved Contact Network as of the date such right first vests in you.

### 13.5 No Liability for Use of User Content

As described above, we do not generally monitor or otherwise remove User Content after it is posted on our Service, except as required or permitted by law or otherwise in our sole discretion, but we reserve the right to remove any and all material that we feel is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may violate these Terms of Use. We are not responsible for the timeliness, deletion, mis-delivery or failure to store any User Content. We do not make any warranties or representations regarding any of the User Content. We do not approve, endorse, sanction, encourage, verify or agree with any message, profile, or other content posted by our users or otherwise embodied in the Content. Any User Content that you Post on the Service may be seen and used by others. If you do not wish to disclose any User Content to others, and/or do not want others to use and/or disclose such User Content, do not post it on the Service. APPROVED CONTACT NETWORK IS NOT RESPONSIBLE FOR YOUR OR ANY OTHER USER'S USE, MISUSE AND/OR DISCLOSURE OF ANY USER CONTENT.

### 13.6 Rights You Grant to Us

By submitting Log-in Information to Approved Contact Network, you are licensing that Log-in Information to Approved Contact Network for the purpose of providing the Service, and granting to Approved Contact Network

the right to use and store such Log-in Information to provide the Service to you. By submitting Log-in Information to Approved Contact Network, you represent that you are entitled to submit it to Approved Contact Network for use for the purposes described in these Terms of Use, without any obligation by Approved Contact Network to pay any fees or other limitations. By using the Service, you expressly authorize Approved Contact Network to access your calendar and contact database. Approved Contact Network agrees to take commercially reasonable steps to ensure that the Service:

- Does not store or display the content or attendees in your calendar events, and that we only store free/busy times to allow for comparing your free/busy times to people whom you communicate with.
- Does not display your contacts, in the event that you load your contacts into Approved Contact Network they will only be accessible and viewable by you. When you add Log-in Information for an electronic calendar or contact database, the Service will use such Log-in Information to retrieve information from your electronic calendar and/or contact database. You hereby authorize and permit Approved Contact Network to use and store Log-in Information submitted by you to the Service to accomplish the foregoing and to configure the Service so that it is compatible with the electronic calendars and/or contact databases for which you submit your Log-in Information.

## 15. Linking and Third Party Dealings

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### 15.1 Links to External Sites

Approved Contact Network may provide hyperlinks to other web sites and Internet resources operated by parties other than Approved Contact Network. Approved Contact Network is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from such sites and resources, and has no control over such sites and resources or their terms of use or privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such web sites does not imply any sponsorship, affiliation or endorsement of the material on such web sites or with their operators.

### 15.2 Linking to the Service

Subject to the further provisions of this Section 15.2, Approved Contact Network welcomes links to the Service from other web sites. If Approved Contact Network demands that you not link to the Service, or any portion of the Service, you agree that you will not, directly or indirectly, link to the Service or such portion of the Service as directed in our demand, at any time after such demand is made.

### 15.3 Third Party Liability

You agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or your reliance on any of these third party's presentations, content, goods or services made available through a third party site or resource.

## 16. Intellectual Property

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Except for Content that is in the public domain, the Service and all original Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) Approved Contact Network or its suppliers/licensors and is protected by copyright, trade dress, trademark, unfair competition, and/or other intellectual property laws and may not be used, copied or imitated in whole or in part except as expressly provided herein. Except as otherwise expressly provided in the Terms of Use, all rights in and to the Service and Content are expressly reserved by Approved Contact. Notwithstanding the foregoing, in accordance with Section 13.3 above, you own your User Content that you provide to Approved Contact Network or otherwise disclose, upload or submit to the Service.

### 16.2 Approved Contact Network Trademarks

"APPROVED CONTACT NETWORK" and the related logos are trademarks of Approved Contact Network, and, except as expressly provided in Section 3.2 above, may not be copied, imitated or used, in whole or in part, without Approved Contact Network's prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Approved Contact Network or its licensors and may not be copied, imitated, or used, in whole or in part, without Approved Contact Network's prior written permission.

## 17. User Warranties

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You represent and warrant to us that (a) these Terms of Use constitute a valid and binding agreement enforceable against you in accordance with its terms, (b) no authorization or approval from any third party is required in connection with your assent to, or compliance with, these Terms of Use, and (c) your assent to, and compliance with, these Terms of Use will not, and does not, violate the laws of any jurisdiction or the terms or conditions of any other agreement to which you are a party or by which you are otherwise bound.

## 18. Indemnification

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You hereby agree to indemnify and hold harmless Approved Contact Network and its affiliates, officers, members, directors, employees, shareholders, information providers, suppliers and licensees (collectively, "Indemnified Parties") from and against any and all liability, damages, fines, penalties, awards, settlements, judgements, loss, and costs and expenses, including, without limitation, reasonable attorney's fees, incurred by the Indemnified Parties in connection with any claim, charge or investigation arising out of (a) your entry to and/or use of the Service (including, without limitation, the Content), (b) any breach, or alleged breach, of any of the Terms of Use by you, (c) any User Content you submit to the Service, and/or (d) your violation of applicable law.

## 19. Disclaimers

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THE SERVICE (INCLUDING ALL CONTENT PROVIDED BY US) IS PROVIDED TO YOU ON AN "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THE CONTENT) IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, AND WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES (A) OF MERCHANTABILITY, REASONABLE CARE, SECURITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WITH RESPECT TO THE SERVICE, (B) REGARDING THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY OR PERFORMANCE OF THE SERVICE OR ANY FEATURE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY COMMUNICATIONS SENT USING THE SERVICE AND ANY RESULTS OUTPUTTED FROM THE SERVICE, (C) AS TO WHETHER THE SERVICE SHALL MEET YOUR REQUIREMENTS, OR IS, OR SHALL BE, UNINTERRUPTED OR ERROR FREE, (D) AS TO WHETHER ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 20. Limitation of Liability

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### 20.1 Exclusion of Consequential Damages

IN NO EVENT SHALL APPROVED CONTACT NETWORK OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR THE SERVICE (INCLUDING ANY CONTENT WE MAY PROVIDE), WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF APPROVED CONTACT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

### 20.2 Limitation of Liability

IN NO EVENT WILL APPROVED CONTACT NETWORK OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, (A) THE LOSS OF THE USE OF, DELAY IN THE USE OF OR INABILITY TO USE, THE SERVICE, (B) THE LOSS OF ANY DATA, INFORMATION, SOFTWARE, PRODUCTS AND/OR SERVICES THROUGH, OR CAUSED BY, THE SERVICE, (C) YOUR FAILURE TO PROVIDE AND/OR MAINTAIN ACCURATE USER CONTENT, AND/OR THE USE OR MISUSE OF ANY USER CONTENT, (D) THE USE OF YOUR ADMINISTRATIVE ACCOUNT, ENTERPRISE ACCOUNT, INDIVIDUAL ACCOUNT AND/OR USER ACCOUNT, AS APPLICABLE, BY AN UNAUTHORIZED PARTY, (E) ANY ACT OR OMISSION OF ANY OTHER USER OF THE SERVICE, IN EACH OF (A) THROUGH (E) ABOVE WHETHER SUCH DAMAGES ARISE UNDER ACTIONS FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, AND/OR (F) CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO THE SERVICE. IN ALL EVENTS, APPROVED CONTACT NETWORK OR ITS SUPPLIERS/LICENSORS AGGREGATE LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIMS RELATING TO THESE TERMS OF USE AND/OR THE SERVICE (INCLUDING ANY CONTENT WE MAY PROVIDE), WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF (Y) \$100.00, AND (Z) THE AGGREGATE OF ALL FEES RECEIVED BY US HEREUNDER FROM YOU, IF ANY, WITHIN THE ONE (1) MONTH PERIOD BEFORE THE APPLICABLE CLAIM ARISES.

### 20.3 Allocation of Risk

You acknowledge that the provisions of this Section 20 and of Section 18 (Indemnification) and Section 19 (Disclaimers) represent a reasonable allocation of the risks under these Terms of Use and that we would not permit you to use and/or access the Service without these provisions.

## 21. Governing Law and Injunctive Relief

### 21.1 Governing Law and Jurisdiction

The Service is hosted on servers located in the United States and is intended to be viewed by residents of the United States. The Terms of Use shall be deemed to be agreed to by you in Las Vegas, Nevada. The Terms of Use, and all matters arising out of or relating to the Terms of Use, shall be governed by the laws of the State of Nevada and the United States, without giving effect to the conflict of law provisions thereof. You and we agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use. You consent to exclusive jurisdiction and venue in the federal courts sitting in Clark County, Nevada, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue in the state courts sitting in Clark County, Nevada. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. You agree that any cause of action that you may desire to bring arising out of or related to the Terms of Use must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred. Approved Contact Network shall be allowed to apply for injunctive remedies (or equivalent types of relief) in any jurisdiction.

### 21.2 Availability of Equitable Relief

#### To Approved Contact Network

You acknowledge and agree that noncompliance with these Terms of Use may cause irreparable injury to us for which we may not have an adequate remedy at law, and that we shall therefore be entitled to apply to a court for extraordinary relief, including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance, in each case without the necessity for posting a bond. Nothing contained in this Section 21.2(a) shall prohibit Approved Contact Network from pursuing any other legal or equitable remedy available to it.

#### To You

To the extent allowed by law, you agree that you shall not seek any extraordinary relief (including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, decrees of specific performance) in connection with the Service or these Terms of Use.

## **22. General Provisions**

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### **22.1 Survival**

Each provision of this Agreement that would by its nature or terms survive any termination of this Agreement shall survive any termination of this Agreement, regardless of the cause. Such provisions include, without limitation, Sections 1 (Definitions), 4 (Restrictions), 6.1 or 7.1 or 8.1 (as applicable), 10.3 (Effect of Termination), 11 (Payments), 12 (Privacy Policy), 13 (User Information, Content and Communications), 15 (Linking and Third Party Dealings), 16 (Intellectual Property), 17 (User Warranties), 18 (Indemnification), 19 (Disclaimers), 20 (Limitation of Liability), 21 (Governing Law and Injunctive Relief), and 22 (General Provisions).

### **22.2 Entire Agreement**

These Terms of Use, along with our Privacy Policy, constitute the complete and final agreement and understanding between you and us with respect to the subject matter hereof and supersedes and merges all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written, with respect to the subject matter hereof.

### **22.3 Assignment**

Neither these Terms of Use nor any of the rights, interests or obligations hereunder may be assigned or transferred by you (whether by operation of law or otherwise, including by way of sale of assets, merger or consolidation, or otherwise) without our prior written consent. We may freely assign this Agreement, in whole or in part, without your consent. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, you and us and our respective successors and permitted assigns.

### **22.4 Illegal, Unenforceable and Void Provisions**

If any provision of these Terms of Use is declared or found to be illegal, unenforceable or void, then the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remaining sections of these Terms of Use shall remain in full force and effect. No right or remedy conferred by these Terms of Use is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

### **22.5 Notices to You**

Approved Contact Network may provide notice to you relating to these Terms of Use by sending a communication to your last known e-mail address, if any, or your last known postal address, if any, or by posting a notice on or sending a communication to you through the Service, and any such notice shall be deemed given and received on the earlier of the day it is sent to you or the day it is posted on the Service. A printed version of these Terms of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **22.6 Notice to Approved Contact**

You may contact Approved Contact by emailing [sales@approvedcontact.net](mailto:sales@approvedcontact.net), or via mail or courier at 561 Keystone Avenue, Suite 490, Reno, NV 89503.

### **22.7 No Waiver or Informal Modification**

The failure of Approved Contact Network to insist upon or enforce strict performance by you or others of any provision of the Terms of Use shall not be construed as a waiver of any provision or right.

### **22.8 Recovery of Costs and Expenses**

If Approved Contact Network brings any suit against you to enforce the Terms of Use or otherwise in connection with your use and/or entry of the Service, you agree that if Approved Contact Network prevails in such suit

Approved Contact Network shall be entitled to recover all costs and expenses incurred in such suit including reasonable attorneys' fees.

## **22.9 Unauthorized Use**

The Service is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms of Use.

You may not use, sell, export, re-export, transfer, divert or otherwise dispose of any product or service offered on the Service, or any Content or any copy or adaptation of such Content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations. You warrant that you are not prohibited from receiving products and/or services originating from the United States.

## **22.10 Force Majeure**

We shall not be liable for any delay or failure to deliver or provide access to any or all of the products, services, subscriptions, and Content on our Service, or for the failure to perform any obligation, if such delay or failure is caused by or if such performance is made impractical or commercially unreasonable by fire, hurricane, flood or other act of God, labor dispute or strike, terrorism, war or civil commotion, governmental action, equipment breakdown, failure of utilities (including the Internet), inability to obtain the necessary labor, materials or equipment required to provide the Service, or any other cause beyond our reasonable control or that of our affiliates. In the event of the occurrence of any contingency described in this section, the proposed delivery or obligation shall be extended for a period equal to the time lost by reason of such contingency.

## **Appendix — ACN P2P Use Case**

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ACN shall provide the following use case for its collaborative software-based applications related to the use of P2P messaging when requested by 3rd Party Carriers:

Approved Contact Network, Inc. ("ACN") is a North American Mobile Virtual Network Operator ("MVNO") who supports GSMA specified P2P and A2P SMS, and MMS.

ACN has created a focused offering whereby human end users are assigned unique telephone numbers that when used for messaging can: (i) be associated with multiple clients or (ii) be a "multi-client" message end point in conformance with RCC.52. ACN has enabled companion messaging applications to various cloud-based voice services and will allow messaging if there is not a handset available to the TN for that text message. ACN has created and will enforce the below acceptable use policy to ensure utilization are P2P and will require messaging designed for A2P to be routed as A2P. When RCS is not available, messaging will "fall back" to SMS and MMS only. ACN may, from time to time, amend the below policy consistent with Section 12 and shall notice Customer of such amendments.

### **Acceptable Use Policy for P2P Texting**

- Geographic long-codes only (i.e., no short codes or toll free numbers will be included in this offering).
- Low volume (TNs will have less than 500 messages per day per TN and will average less than 2,000 per month, so an enterprise with 5 working TNs shall average less than 10,000 messages).
- Telephone numbers are assigned to individual human users, and shall, when possible, have a caller name associated with the voice number.
- Voice services will also be enabled for each P2P TN.
- Inbound and outbound messaging shall be balanced and shall be required to be within a 2:1 to 1:2 ratio of inbound to outbound messages.
- Messages shall be created/typed individually by human users, not via automated systems.

End users who do not agree to the P2P requirements described in this Schedule will be assigned to or changed to A2P routing and billing treatment. They may also be subject to blacklisting and/or filtering by 3rd party mobile network operators while incorrectly being designated as P2P.