

RAZ Mobile / Client Terms of Use

Effective: December 13, 2012

The www.razmobile.com website, and any sub-domains or affiliated or derivative websites on which these Terms of Use are posted, are owned and operated by RAZ Mobile LLC, a Kansas limited liability company ("RAZ Mobile"). RAZ Mobile has adopted these Terms of Use ("Terms of Use" or "Agreement") to make you aware of the terms and conditions of your use of the www.razmobile.com website, any sub-domains or affiliated or derivative websites on which these Terms of Use are posted and any Content (defined below) or other services that are offered or provided via the aforementioned websites (collectively, the "Website"). In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to "you," "your" or "user" shall include such entity or person in addition to you, and your acceptance of this Agreement shall constitute acceptance on behalf of such entity or person. These Terms of Use apply to those persons acting as fundraisers who utilize the Website for the processing of donations and/or payments.

RAZ Mobile reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Website following the posting of changes to these Terms of Use will constitute your acceptance of those changes. The most current version of these Terms of Use can be reviewed at www.razmobile.com/legal.

BY USING OR OTHERWISE ACCESSING THE WEBSITE, CREATING, REGISTERING OR ACCESSING AN ACCOUNT, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE, PROCESSING PAYMENTS OR ACCESSING THE SERVICES VIA THE WEBSITE, OR MANIFESTING YOUR ASSENT TO THESE TERMS OF USE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR OTHERWISE ACCESS THE WEBSITE OR THE SERVICES, CREATE, REGISTER OR ACCESS AN ACCOUNT, POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE OR PROCESS ANY DONATIONS OR PAYMENTS VIA THE WEBSITE.

General Terms of Use and Restrictions on Use

RAZ Mobile hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Website solely for the commercial business needs of the entity of which you are an authorized representative, as the case may be, subject to your agreement to, compliance with and satisfaction of these Terms of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by RAZ Mobile. If you do not comply with the Terms of Use at any time, RAZ Mobile reserves the right to revoke the aforementioned license, limit your access to the Website or restrict your ability to post or download Content or make use of any mobile optimized site creation, marketing or messaging services, payment processing, donation and/or transfer services (the "Services"). You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Website. You may not obscure or remove any proprietary rights notices contained in or on Content. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Website, the Services or any parts related to the Website or the Services.

RAZ Mobile may discontinue or alter any aspect of the Website, remove Content from the Website, disable or alter functionality of the Website or the Services, restrict the time the Website or the Services are available or restrict the amount of use permitted at RAZ Mobile's sole discretion and without prior notice or liability. You agree that RAZ Mobile may suspend your account and/or your access to the Website, the Services, or any part thereof, at any time and for any reason. You further agree that such measures shall be taken in RAZ Mobile's sole discretion and without liability to you or any third party.

For purposes of these Terms of Use, references to "post" or "posting" shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information and references to "transaction" shall refer to any manner of transfer of value from one individual or entity to another individual or entity.

Accounts

To receive access to certain aspects of the Website and make use of the Services, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a username and password upon

providing Client Information (defined below), and successfully completing the registration process. This account is personal to you, and you will not share it or allow any other person to utilize your account. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify RAZ Mobile in the event (a) your Client Information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process. RAZ Mobile, in its sole discretion, may refuse to grant a particular username to you for any reason, including, without limitation, in the event RAZ Mobile determines that such username impersonates someone else, is protected by trademark or other proprietary rights law or is vulgar or otherwise offensive.

Validation Process

Prior to receiving access to an account, RAZ Mobile may require that you provide registration information regarding you and/or the business entity you are authorized to represent. Such information may include, but is not limited to: (a) legal name of you and/or the business entity, (b) mailing address, (c) website address, (d) federal tax id number, (e) organization type, (f) banking information, including the name of the financial institute and the applicable routing and account numbers, (g) email address, and (h) any other information RAZ Mobile may reasonably require (collectively, the “Client Information”).

Upon collection of the Client Information, RAZ Mobile may conduct an approval process (the “Validation Process”) to validate your account request and the information you provided. The Validation Process may include, but is not limited to, a personal and/or organization credit check, EIN verification services, SSN verification services, website review, and public records searches. RAZ Mobile, in its sole discretion, may refuse to grant an account for any reason.

Services

When third party users (each, a “Donor”) send, donate or otherwise transfer value to you via the Website (a “Donation”), you are not required to accept it. You agree that you will not hold RAZ Mobile liable for any damages resulting from your decision to not accept a Donation made through the Services. RAZ Mobile collects service charges from you for the donation processing, gateway processing, mobile network management, website upkeep and other services it provides (collectively, the “Fees”). The Fees charged for each transaction may vary upon a variety of factors including the amount of the Donation, total Donations received by you and other factors. You hereby agree to pay the Fees on a monthly basis, unless otherwise set forth herein. Payment is due at the beginning of the relevant billing cycle. Accumulated donation processing fees for the previous billing cycle shall be paid at the beginning of the subsequent billing cycle. RAZ Mobile reserves the right to modify the amount of the Fees and/or the period of time comprising a billing cycle upon email notice.

The Services allow Donors to fund Donations via credit card or other authorized transaction method, via either RAZ Mobile or its designated third-party payment processor (“Payment”). The entire donation will be processed directly into your merchant account via an existing ecommerce terminal ID. You must agree to and sign a designated third-party payment processor agreement to enable RAZ Mobile to process donations. RAZ Mobile may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Each Donation a Donor sends to you, and the processing of the Donor’s Payment, is subject to any additional terms and conditions imposed by such third-party payment processors. By receiving such Donations, you hereby agree that RAZ Mobile has no responsibility, and shall have no liability, for any claim related to the Payments on such third-party websites or the Donor’s Donation to you. You will further remain subject to the existing merchant account fees and interchange charges that are charged by your current provider for processing activity. The availability of the Services altogether and the availability for specific Donors to make a Donation to you are subject to change and/or discontinuance.

By using the Services, you are providing RAZ Mobile with authorization to process Donations made to you and complete the transactions. RAZ Mobile will hold a Donation until the final processing of the Donor’s Payment. The processing of some transactions may be delayed for a variety of reasons, including the pending authorization and validation of Donors’ credentials or your approval as a qualifying recipient of a Donation. In such an instance, any such authorization for the processing of a Donation will remain valid for up to thirty (30) days after the Donor provides it. If a Donation requires a currency conversion, the exchange rate will be determined at the time the transaction is processed.

You shall be responsible for all chargebacks associated with donation activity. All Fees and any other charges collected by RAZ Mobile will be deemed final and will not be refunded regardless of chargeback activity. Your failure to present sufficient funds through RAZ Mobile’s fee payment process will result in the suspension of site activity, including, without limitation, your ability to receive Donations, until your payment is complete, and you may be charged additional fees for

payment failures that are the result of insufficient funds. You are responsible for maintaining the accuracy of all bank account settlement information and routing information.

RAZ Mobile is not responsible for determining whether taxes apply to any transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You acknowledge that RAZ Mobile may report to the appropriate taxing authority the total amount of Donations processed for you. RAZ Mobile may further be required to charge taxes for Fees that are collected from the Client. In these cases, RAZ Mobile will calculate and add appropriate taxes to all Client transactions as required by taxing authorities.

You agree that you will not receive interest or other earnings on the funds that RAZ Mobile handles as your agent. In consideration for your use of the Services, you irrevocably transfer and assign to RAZ Mobile any ownership right that you may have in any interest that may accrue on funds held in pooled accounts awaiting final distribution to you. This assignment applies only to interest earned on funds to be distributed to you, and nothing in this Agreement grants RAZ Mobile any ownership right to the principal of the funds maintained with RAZ Mobile (with the exception of the portion of such principal that may be applied to Fees owed to RAZ Mobile).

Donor Information

As a part of providing the Services and the Website, RAZ Mobile shall collect certain information from Donors making a Donation (“Donor Information”). As between you and RAZ Mobile, such Donor Information is the property of RAZ Mobile and its licensors. Donor Information will be made available to you solely at the request of the donor for the purpose of making a Donation to you.

Mobile Code of Conduct

By using or otherwise accessing the Website, you hereby acknowledge and agree that you are responsible for complying with industry standard mobile marketing policies, as well as the RAZ Mobile Code of Mobile Conduct, available at www.razmobile.com/legal. Such industry standard policies specifically include the mobile privacy standards as set forth by the Cellular Telecommunications Industry Association (“CTIA”) and the Mobile Marketing Association (“MMA”). Misuse or violation of industry standard policies or the RAZ Mobile Code of Mobile Conduct will be considered a violation of these Terms of Use.

RAZ Mobile Intellectual Property

Unless otherwise specifically noted in these Terms of Use, images, trademarks, service marks, logos and icons displayed on the Website, including, without limitation, RAZ Mobile™, are the property of RAZ Mobile and/or its licensors and may not be used without RAZ Mobile’s prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Website, including all Content, is the copyrighted property of RAZ Mobile and/or its licensors, and may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these Terms of Use. Any unauthorized use of any Content, whether owned by RAZ Mobile or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found in the Website or any part thereof or grant any other person or entity the right or access to do so.

Mobile Keywords and Mobile SMS Codes & Virtual Numbers

RAZ Mobile may, in its sole discretion, issue a mobile “keyword” and associated SMS number (short-code or long-code) to you for purposes of SMS networking with potential and actual Donors. RAZ Mobile reserves the right, in its sole discretion, to revoke any mobile keywords or SMS codes at any time, with or without reason or prior notice, reserve specific mobile keywords or mobile SMS codes and/or transfer mobile keywords or mobile SMS codes between clients. RAZ Mobile further reserves the right to discontinue services and return any mobile keyword and mobile SMS codes to general availability at any time, with or without reason. As between the parties, such mobile keywords and mobile SMS codes are, and shall remain, the property of RAZ Mobile or the issuing mobile company.

You shall not originate SMS messages in any way but from RAZ Mobile’s mobile gateway using RAZ Mobile’s SMS code. You hereby acknowledge you do not have the right to communicate directly with Donors and other users of the Website via mobile number in violation of industry standard policies, specifically including MMA messaging guidelines.

You acknowledge and agree that you are responsible for providing adequate notices or disclosures to any consumers that provide phone numbers or other information to RAZ Mobile as part of any marketing or other campaigns that you advertise. Additionally, you are responsible for maintaining adequate records relating to provision of any notices or disclosures to consumers. You acknowledge that RAZ Mobile is acting as a service provider to distribute any communications on your behalf and that you are responsible for compliance with all applicable laws and industry guidelines relating to any marketing campaign initiated by you through the Website.

Content

You acknowledge that the Website may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by RAZ Mobile or third parties (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other intellectual property laws, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed.

Users may use RAZ Mobile's web portal to create mobile optimized sites. Any content posted by users to such mobile optimized site ("User Content") is the intellectual property of the specific users who post such User Content and their licensors, if any. RAZ Mobile does not claim any ownership rights in such User Content. By posting User Content, however, you hereby grant to RAZ Mobile a limited, transferable, nonexclusive, worldwide, perpetual, royalty-free and fully-paid license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense and create derivative works and compilations incorporating such User Content.

RAZ Mobile does not generally monitor or otherwise remove User Content after it is posted except under certain limited circumstances as required or permitted by law or otherwise in the sole discretion of RAZ Mobile. In the event you would like to request that RAZ Mobile remove your User Content, please contact RAZ Mobile at support@razmobile.com. Please note however, that if RAZ Mobile agrees, in its sole discretion, to remove your User Content, such User Content may not be completely removed or may otherwise still be available to others in the following circumstances: (a) your User Content has been incorporated into derivative works or compilations created by RAZ Mobile or other parties; (b) such User Content has been retained in RAZ Mobile's data backup systems or for archival purposes; or (c) to the extent such User Content has been sold to or downloaded by other persons and such persons retain your User Content.

RAZ Mobile's Privacy Policy

RAZ Mobile collects, stores and uses data collected from you in accordance with RAZ Mobile's general Privacy Policy, located at www.razmobile.com/legal. The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Use.

Links

The Website may provide, or third parties may provide, links to other websites or resources on the Internet. Because RAZ Mobile has no control over such websites or resources, you acknowledge and agree that RAZ Mobile is not responsible for the availability of such external websites or resources, and RAZ Mobile does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. You further acknowledge and agree that RAZ Mobile shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such website or resource. RAZ Mobile strongly encourages you to review any separate terms of use and privacy policies governing use of these third-party websites and resources.

User Representations

You hereby represent and warrant to RAZ Mobile that: (a) you (i) have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to RAZ Mobile is truthful, accurate and complete; (c) you are an authorized signatory of any account that you provide to RAZ Mobile or its third-party payment processor; (d) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Website, the Services, Content or any part thereof; (e) you have provided and will maintain accurate and complete Client Information with RAZ Mobile; (f) your access to and use of the Website, the Services or any part thereof and/or processing of any Donations will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify RAZ Mobile in the event that you learn or suspect that your Client Information, username or password has been disclosed or otherwise made known to any other person; (h) you will not use the Website in order to gain competitive

intelligence about RAZ Mobile, the Website or any subscription or service offered via the Website or to otherwise compete with RAZ Mobile or its affiliates; and (i) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

In the event that you post or make available any User Content, you hereby make the following additional representations and warranties to RAZ Mobile: (1) you are owner of such User Content or otherwise have the right to grant RAZ Mobile the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the User Content and to grant the foregoing licenses or assignments; (3) the 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 such User Content does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any User Content will not result in harm or personal injury to any third party; and (5) all factual information contained in the User Content is true and accurate.

You agree that you: (i) will not use an invalid or unauthorized account to receive Donations; (ii) are solely responsible for the information and content you provide, and RAZ Mobile acts as a passive conduit for your distribution and publication of such information and content via the Website and the Services; and (iii) are solely responsible for your compliance with all federal, state and municipal rules related to your use of the Services or the Website, and any Donations made to you, including, but not limited to, those related to the processing of financial transactions for the purposes of which you access and use the Website and the Services and all tax rules related to the Donations.

Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Website or any part thereof or any User Content that you may post or make available, which includes, without limitation: (a) use of the Website to post, store or disseminate material or information that is, or to a reasonable person may be, false, fraudulent, unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (b) use of the Website to post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Website to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Website, to restricted portions of the Website, to Content, or any other computer network or equipment; (d) use of the Website to post, store or disseminate viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Website to post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation; (f) use of the Website to engage in any activity that, as determined by RAZ Mobile, may intentionally or unintentionally violate these Terms of Use, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Use; (g) use of any manual or automated software, devices or other processes to "crawl" or "spider" any web pages contained in the Website (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service, consumer data or other data from the Website or RAZ Mobile's systems); (h) use of the Website to gain competitive intelligence about RAZ Mobile, the Website or any product or service offered via the Website or to otherwise compete with RAZ Mobile or its affiliates; (i) framing or otherwise simulating the appearance or functions of the Website or any portion thereof; or (j) harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information of other users.

Disclaimer

RAZ Mobile uses reasonable efforts to maintain the Website and the Services, but RAZ Mobile is not responsible for any defects or failures associated with the Website or the Services, any part thereof, any Content posted using the Website or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Website may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which RAZ Mobile may undertake from time to time, (c) delays in processing of Payments by third-party processors or (d) causes beyond the control of RAZ Mobile or which are not foreseeable by RAZ Mobile.

RAZ Mobile does not control the User Content posted by its users, nor does it have any obligation to monitor such User Content for any purpose. Despite the fact that it has no monitoring obligations, RAZ Mobile reserves the right to remove

any and all material that it feels is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may otherwise violate these Terms of Use. Because the User Content is provided by other users, and because RAZ Mobile does not monitor or exercise control over the User Content, RAZ Mobile does not make any warranties or representations regarding any of the User Content or the quality thereof.

RAZ Mobile does not necessarily approve, endorse, sanction, encourage, verify or agree with any message posted by its users or otherwise embodied in the Content. You understand that by using the Website, you may be exposed to Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable, and that in no way shall RAZ Mobile be liable under any theory for such exposure.

RAZ Mobile is not a backup service for storing User Content, and RAZ Mobile shall have no liability regarding any loss of User Content. You are solely responsible for creating backups of any User Content you post or otherwise provide.

Although RAZ Mobile provides a network of non-profit organizations and charities to which Donors can make mobile donations, RAZ Mobile makes no representation as to whether all or any portion of a Donation, including, if any, the Fees related to the processing of such Donations, are able to be excluded or deducted on any tax return. RAZ Mobile will have no liability or responsibility for any claim by any federal, state, local, foreign or any other taxing authority with respect to the characterization of any Donation. You should consult with a tax advisor regarding the implications and treatment of all or any portion of any Donation you receive. You are solely responsible for your compliance with all federal, state and municipal rules related to the processing of financial transactions.

All transactions are between you and such applicable Donors or other third parties, and RAZ Mobile shall not be liable for your interactions with any Donor or other third party on or through the Website or the Services. RAZ Mobile has no obligation to become involved in any dispute between you and a Donor or other third party, and shall not be liable for any damage or loss incurred by you, a Donor or other third party.

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WEBSITE, THE SERVICES, ANY CONTENT, AND ANY PRODUCTS OR OTHER SERVICES OFFERED VIA THE WEBSITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, RAZ MOBILE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITATION, RAZ MOBILE MAKES NO WARRANTY THAT THE WEBSITE, THE SERVICES, AND ANY CONTENT, PRODUCTS OR OTHER SERVICES PROVIDED VIA THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE AND THE SERVICES WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE SERVICES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH THE WEBSITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT RAZ MOBILE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RAZ MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, THE SERVICES, ANY CONTENT, OR ANY PRODUCTS OR OTHER SERVICES PURCHASED OR OBTAINED VIA THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEBSITE, THE SERVICES, ANY CONTENT OR THE PURCHASE OR OBTAINMENT OF RAZ MOBILE’S PRODUCTS OR OTHER SERVICES. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR THE SERVICES,

YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEBSITE AND SERVICES AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL RAZ MOBILE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE OR THE SERVICES OR PURCHASING ANY OF RAZ MOBILE'S PRODUCTS, OTHER SERVICES OR ANY AMOUNT OF FEES RETAINED BY RAZ MOBILE FROM YOU FOR PROVIDING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless RAZ Mobile, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Website, the Services or any part thereof, (b) any User Content you post or otherwise make available, (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (d) infringement or misappropriation of any intellectual property or other rights of RAZ Mobile or third parties by you, (e) any negligence or willful misconduct by you, (f) any other claim related to your performance under this Agreement, (g) your use of any Content, products or services provided by RAZ Mobile or obtained via the Website, or (h) your violation of any applicable laws or industry guidelines.

Term and Termination

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that in addition to any other method of termination or suspension provided for in this Agreement, RAZ Mobile reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. You agree that RAZ Mobile may immediately suspend your account and/or your access to the Website, the Services or any part thereof, at any time and for any reason, at RAZ Mobile's sole discretion and without prior notice or liability. RAZ Mobile may also, in its sole discretion and at any time, discontinue providing the Website, the Services, any part of either the Website or the Services, any Content or any products or services advertised thereon, with or without notice. Further, you agree that RAZ Mobile shall not be liable to you or any third party for any termination or suspension of your access to the Website, the Services, or any part thereof, removal of Content or sale of any other services. You may terminate this Agreement at any time by immediately discontinuing all access to the Website and the Services and by providing notice to RAZ Mobile of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which RAZ Mobile may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Website, the Services and any Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

Governing Law and Other Miscellaneous Terms

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against RAZ Mobile, and RAZ Mobile shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to RAZ Mobile which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that RAZ Mobile has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies RAZ Mobile may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by, and construed and enforced in accordance with the laws of Kansas, without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEBSITE, ITS USE, THESE TERMS OF USE, ANY SALE OR ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF RAZ MOBILE, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT

JURISDICTION IN KANSAS, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM). IN ANY SUCH SUIT, ACTION OR PROCEEDING, YOU 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 SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Website, the Services, and any Content, products and services offered via the Website or the Services, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Website, the Services, and any Content, products and services offered via the Website or the Services. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

RAZ Mobile makes no representation that the Website, the Services, Content or other material or information on the Website is appropriate to or available in locations outside of the United States. You may not use the Website or export Content or other material or information on the Website in violation of United States export laws, regulations or restrictions. If you access the Website from outside of the United States, you are responsible for compliance with all applicable laws.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Copyright and Copyright Notices

RAZ Mobile respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide RAZ Mobile's Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact RAZ Mobile's Copyright Agent for Notice of Claims of copyright infringement at: copyright@razmobile.com. Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

Counter-Notice. If you believe that the Content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the Content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court exercising jurisdiction over Johnson County, Kansas and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, RAZ Mobile may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the person providing such Content, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at RAZ Mobile's sole discretion.