

DISCLAIMER

1. Agreement to All Terms. Use of STOPTXTING® software (hereinafter “Software”) indicates the user’s acknowledgement of his/her agreement to all terms of this disclaimer. Further, the user agrees that any and all exclusions, restrictions, provision, and limitations of liability contained within this disclaimer are reasonable; and agree that nothing within this disclaimer or this website is, or ought to be interpreted as, advice of any kind.

2. Representations and Warranties. Mobile Communication Technologies, L.L.C. (hereinafter “Company”), its owners, contractors, and/or providers make no representations or warranties whatsoever about the suitability for any purpose of the material contained herein. All software, material, and/or services are provided “as is” without express or implied warranty of any kind, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

2.1. Disclaimer of Warranties. To the maximum legally permissible extent under applicable law, the Company, its officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, owners, affiliates, licensors, advertisers, and sponsors disclaim any and all warranties, express or implied, including, but without limitation to, implied warranties of title, non-infringement, accuracy, merchantability, fitness for a particular purpose, and any warranties that may arise from course of dealing, performance, or trade usage

2.2. User Acknowledgement. The user acknowledges that such warranty disclaimers reflect a reasonable risk allocation between the user and the Company, and that such disclaimers form the essential basis of the bargain between the user and the Company, without which the Company would not be economically able to provide the Software. User hereby acknowledges that his/her use of the Software is at their own risk.

3. No Personal Liability. The user acknowledges the Company’s interest in limiting personal liability of its officers, employees, owners, providers, contractors, and/or suppliers as a limited liability company. You agree that the warranty limitations contained herein protect the Company’s officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, and owners.

3.1. Waiver of Claims. The user agrees to never bring any claim personally against any of the Company’s officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, and owners. The user admits that these individuals, as identified above, are protected by and alleviated from any and all potential claims by the warranty and liability limitations contained in this disclaimer.

3.2. User Acknowledgement. The user acknowledges that such limitations of liability form the essential basis of the bargain between the user and the Company, without which the Company would not be economically able to provide the Software. User hereby acknowledges that his/her use of the Software is at their own risk.

4. Limitation of Liability. The Company, officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, and owners shall never be liable for any special, indirect, consequential damages. The aforementioned entities shall not be responsible or liable for any indirect,

incidental, consequential, special, exemplary, punitive, or other damages under any contract, negligence, strict liability, or any other theory of liability arising out of or relating in any manner to the Software.

4.1. Damages Excluded. The aforementioned damages include, but are not limited to, the following:

- a. Damages related to business losses;
- b. Loss of revenue, income, profits, or anticipated savings;
- c. Loss of contracts or business relationships;
- d. Loss of reputation, consortium, companionship, or goodwill; and/or,
- e. Loss or corruption of information or data, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use of the STOPTXTING application and/or software;

4.2. Liability Shall Not Exceed Actual Aggregate Payment. Further, in no circumstances shall the total liability of the Company, officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, and owners exceed, in the aggregate, any amount(s) actually paid by end user during the Agreement Term.

4.3. Failure and Malfunctions. The Company, its officers, employees, agents, subsidiaries, successors, assigns, subcontractors, creators, manufacturers, and owners are not responsible for any failure, or for any other malfunction of the Software, including, but are not limited to, data loss, hardware failure, programming error, software updates, power surges, lightning, floods, tornados, earthquakes, or other acts of God.

4.4. Sole Remedy. The user's sole remedy for dissatisfaction with the Software is to cease his/her use of the Software as applicable.

5. Claims of Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law.

5.1. Written Notice Required. If you believe in good faith that software and/or application(s) offered and/or provided by the Company, its suppliers, contractors, or providers infringe your copyright, you (or your agent) may send us a notice indicating such infringement and your legal support for your claim. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

5.2. Counter-notice Filing. If you believe in good faith that a notice of copyright infringement has been wrongly filed by the Company against you, the DMCA permits you to

send the Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Mobile Communication Technologies, 4305 Yoakum Boulevard, Houston, Texas 77006. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

6. Reservation of Rights. The Company retains all rights, titles, and interests in and to the Software, and all intellectual property rights therein.

6.1. Resale and Alteration Prohibited. You may not re-sell, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form, or transfer the Software to any third party.

6.2. Use of Software and Trademarks. The trademarks, logos, and service marks displayed in association with STOPTXTING® (collectively the “Trademarks”) are the registered and unregistered trademarks of the Company, the Company’s licensors and suppliers, and others.

6.2.1 Use With Other Products Prohibited. The Trademarks owned by the Company, whether registered or unregistered, may not be used in connection with any product or service that is not Company’s, in any manner that is likely to cause confusion with customers, or in any manner that disparages Company. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Company, Company’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and Company will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

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6.4. Export Restrictions. The Software is further subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders.

6.4.1. User Location. By downloading or using any Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

6.5. Termination. The Company reserves the right to immediately terminate this Agreement, and/or your access to and use of the Software at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Software shall immediately cease.

7. **Indemnification.** You agree to indemnify, defend and hold the Company, its affiliates, licensors, suppliers, advertisers and sponsors, and its and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, including any violation of the Code of Conduct, above; (b) any allegation that any Submissions or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

8. **Miscellaneous.** Please see below.

8.1. **Governing Law.** This disclaimer is subject to interpretation and enforcement under the laws of the State of Texas, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Harris, State of Texas, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

8.2. **Severability.** If a provision of this disclaimer is found unenforceable under applicable law, such provision will be severed from this disclaimer and will have no affect on the enforceability of any other provisions..

8.3.. **Exclusions.** Nothing in this disclaimer will exclude or limit the Company's liability with respect to any matter which would be illegal or unlawful for the Company to exclude, limit, and/or purport to exclude or limit its liability.