

Resident Text Terms and Conditions of Service

DESCRIPTION OF SERVICE. Resident Text provides a web-based application for managing mobile SMS messages including mobile messaging capabilities (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to this Agreement. You understand and agree that the Service is provided to you on an "AS-IS" basis and that Resident Text assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access and subsequent usage may involve third party fees (such as Internet access to use the Service).

PAYMENT AND FEES. Payment by check shall be made payable to ResidentText. You hereby authorize Resident Text to invoice any overage fees to ResidentText at the rates set forth of \$0.024 cents per SMS/text message.

Resident Text PRIVACY POLICY. Registration Data and certain other information about you are subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use of this information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by Resident Text and its affiliates. Resident Text may reasonably use your name and logo for its investor relations and marketing purposes.

MEMBER ACCOUNT, PASSWORD AND SECURITY. You (the "MEMBER") will receive a password and account designation upon signing this agreement. You are responsible for maintaining the confidentiality of the password and account designation and are fully responsible for all activities that occur under your password or account designation. You agree to (a) immediately notify Resident Text of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Resident Text cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

MEMBER CONDUCT AND MEMBER GUARANTEES

A. You understand that all information, data, text, software, music, sound, photographs, graphics, audio, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Resident Text, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Resident Text does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Resident Text be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

Resident Text is solely a facilitator of the message traffic and has no control over individual Messages as they are transmitted through Resident Text and has no responsibility or liability with respect to the content of any individual Message. Except that Resident Text may use programmatic means to filter (pre-screen) your messages and block your campaigns or account due to message keywords that Resident Text has determined, in its sole description, may violate an applicable, rule, regulation, or law.

B. You agree to not use the Service to:

1. upload, post, text message, email, transmit or otherwise make available any illegal contests or gambling, unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

2. upload, post, text message, email, transmit or otherwise make available any adult Content or Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, or which violates the intellectual property rights of a third party ("Rights");
3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
4. upload, post, text message, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any mobile telephone, mobile device, computer software or hardware or telecommunications equipment;
5. "stalk" or otherwise harass another; and/or
6. Using any equipment or software that has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, in conjunction with your use of the Services;
7. Using any equipment or software that has the capacity to initiate messages without human intervention, in conjunction with your use of the Services;
8. Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
9. Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
10. Harvesting, or otherwise collecting information about others, without their consent;
11. Misleading others as to the identity of the sender of your messages, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
12. Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;
13. Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;
14. Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots or any other harmful/deleterious programs;
15. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;
16. Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
17. Abusing the fair use policy with regard to unlimited keywords—that is, registering many keywords without using them for weeks or months, as is determined to be abuse in the sole discretion of Resident Text;
18. Interfering with another's use and enjoyment of the Services or Resident Text Sites; or

19. Engaging in any other activity that Resident Text believes could subject it to criminal liability or civil penalty/judgment.

C. You acknowledge that Resident Text may or may not pre-screen Content, but that Resident Text and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Resident Text and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

D. You acknowledge, consent and agree that Resident Text may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with any subpoena or other legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Resident Text, its users and the public.

E. You guarantee that the subscribers in your account have granted you express consent to send them messages of the type that you intend to send them. If for any reason Resident Text suspects that the subscribers have not given you express consent, it reserves the right to request a written explanation from you, the client, including the method of collecting the subscriber's phone numbers and a guarantee signed by you that all the people on your subscriber list agreed to receive text messages from you of the type that you had sent. Resident Text reserves the right to take any action it thinks appropriate in the case of non-compliance, including but not limited to cancellation of the account.

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

G. You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages that you create and initiate through the Resident Text Services. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages transmitted through the Resident Text Services by visiting the following websites:

- Federal Trade Commission

- Federal Communications Commission

G. You shall use Resident Text's service in compliance with all governing laws, regulations, and rules.

H. You shall schedule your messages responsibly and in a manner that is courteous to the recipients pursuant to local, state, national, and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation sound files, pictures or videos for inclusion in any outbound messages. If you are unfamiliar or unclear on the legalities of any message that you intend to initiate through the Services, you must consult with your attorney prior to your use of the Resident Text Sites or Services.

- I. You guarantee that you have all power and authority and have procured all rights and licenses necessary to use and text enable those Phone Numbers utilized for Resident Text services without the consent of any third party. In the case of shared use Phone Numbers, you expressly represent that you are the Phone Number Owner.

DOWNTIME & REFUND POLICY

A. For purposes of this Agreement, a Unit of Downtime is one period of at least 1 day during which access to Resident Text.com is unavailable because of problems with hardware or system software. Downtime does not include:

1. problems caused by factors outside of our reasonable control
2. problems resulting from any actions or inactions by you or any third party
3. problems resulting from your equipment and/or third party equipment not within our sole control, or
4. network unavailability during scheduled maintenance of our network and/or web servers.

B. In any calendar month, we guarantee that Downtime will not exceed 1 Unit of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 9pm and 6am. We work to ensure the functioning of all web servers through continuous monitoring by our staff.

C. If Downtime exceeds 1 Units of Downtime in any calendar month, we will, upon your written request, credit your account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.

D. To receive Downtime Credit, you must request such credit by sending an email to brian@brianhorn.org within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in your final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to you within thirty (30) days of the expiration of your service agreement.

E. If you are unhappy with any aspect of our service, please contact us and we will attempt to rectify the situation. Because we are providing a service, which starts when the account is created, we can not provide a refund except when the service has not been acceptable. This is at our discretion only. No refunds will be made if we terminate your account due to violation of our Acceptable Use Policy or any other violation of our Terms and Conditions, except as may be provided therein. This does not affect your statutory rights. No bill credit will be given for a period of suspension.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE. Resident Text does not claim ownership of Content you submit or make available for inclusion on the Service.

INDEMNITY. You agree to indemnify and hold Resident Text, and its subsidiaries, affiliates, officers, agents, attorneys, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of any rights of another, or your violation of any law.

GENERAL PRACTICES REGARDING USE AND STORAGE. You acknowledge that Resident Text may establish general practices and limits concerning use of the Service but that Resident Text has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

MODIFICATIONS TO SERVICE. Resident Text reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Resident Text shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION. You agree that Resident Text may, under certain circumstances and without prior notice, immediately terminate your Resident Text account, any associated text message address and/or email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (g) your engagement in fraudulent, illegal or improper activities, (h) third party operator requirement, and/or (i) nonpayment of any fees owed by you in connection with the Services. You may terminate your access and use of the Service upon prior written notice to Resident Text. In no event shall you be entitled to a refund of any fees paid to Resident Text hereunder.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Resident Text EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. Resident Text MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED (vi) THAT THE INTERNET WILL BE AVAILABLE AND WILL PERFORM.

C. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Resident Text OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

LIMITATION OF LIABILITY.

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT Resident Text SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Resident Text HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; OR (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

B. YOU EXPRESSLY UNDERSTAND AND AGREE THAT Resident Text's service providers disclaim all liability with regard to Resident Text's customers, whether direct, indirect, incidental, consequential, punitive or otherwise, arising out of or related to the use of the services provided under this Agreement. You hereby release Resident Text's service providers from and against all claims, liability and damages arising out of or related to Company Customer's use of the services provided under this Agreement. Company Customer will be solely responsible

for any third party claims, damages and liability arising out of, resulting from or caused by Company Customer's use of the Services provided under this Agreement including, without limitation, any claims, damages and liability arising out of, resulting from or caused by any Message or Content generated by Company Customer.

EXCLUSIONS AND LIMITATIONS. 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 OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

NOTICE. Resident Text may provide you with notices, including those regarding changes to the Agreement, by either text message, e-mail, regular mail, or postings on the Service.

GENERAL INFORMATION

Choice of Law and Forum. This Agreement and the relationship between you and Resident Text shall be governed

by the laws of the State of Ohio without regard to its conflict of law provisions. You and Resident Text agree to submit to the personal and exclusive jurisdiction of the courts located within Franklin County, Ohio.

Waiver and Severability of Terms. The failure of Resident Text to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found

by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Non-Transferability. You agree that your Resident Text account is non-transferable, and this Agreement may not be assigned by you without Resident Text's prior written consent.

Entire Agreement. This Agreement constitutes the entire agreement between you and Resident Text and governs your use of the Service, superseding any prior agreements between you and Resident Text with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services from Resident Text.