

MOSORT, LLC SERVICE TERMS & CONDITIONS...

Last updated September 21, 2020

Welcome to Mosort, LLC (or 'Mosort' or 'Our' or 'We'), an enterprise services company that provides an assortment of mobile-based solutions and tools to businesses and organizations (or 'Clients' or 'Client' or 'You'). Our associated brands are as follows... BusinessChat Consulting™, EmailEdition™, Textsology™, Circlekast™, CommuniRes™, And Clipscores™, TheChatStation™, and AppMajors™.

Mosort leverages integrated applications, software, platforms, and human resources to service Our Clients, as well as certain consumer end-users on behalf of Our Clients.

By utilizing Mosort services, creating and registering a Mosort account, and/or using any Mosort features, you acknowledge that you have read, understand and agree to be bound by this agreement, as well as our Privacy Policy located on the Mosort website homepage.

Changes to the Mosort Terms and Conditions will be posted online in advance of their stated effective date, and any such changes will apply to you thereafter if you continue to use Mosort services and features. You represent that you have the authority to enter into the Agreement, are a legal resident of the United States who is an authorized representative of a business entity authorized to conduct business by the US state(s) in which it operates, and that your business is not engaged in marketing or providing services of an "adult" nature, pharmaceuticals, marijuana-related products or services, or guns/firearms-related services, for which you wish to utilize Mosort.

Not all services are available in all markets or sales channels. Also, please note that the use of certain features may be limited or unavailable for certain categories of businesses, such as those in the medical, legal and financial services industries.

Service Terms/Auto-Renewal

A Service Term is based upon a 30-day initial subscription period and will thereafter automatically renew month-to-month until terminated. Certain add-on enhancements may have different term lengths or may be prorated in their initial term to align with your Mosort subscription period. Annual subscriptions may also be available and are usually discounted by up to 17%.

Cancellation/Termination/Suspension

You may cancel Mosort services any time within three (3) days of purchase for a full refund or, if outside the Cancellation Period, you may provide notice to terminate Mosort services at least 30 days prior to the beginning of your next service term. Cancellation requests must be made by calling, email, or in writing to Mosort. Terminations will be effective upon the expiration of your next Subscription Period after your notice is received. Except as expressly provided herein,

no refunds will be provided. We reserve the right to terminate or suspend your account for non-payment at any time. If your credit card is declined, we provide you seven calendar days to remedy this issue and provide proper payment. Thereafter, we may suspend your Account and your access to all Mosort services until payment is received, and you remain responsible for all accrued charges. We may cancel all or any Mosort service at any time and for any reason (even if previously approved), and we have the right to terminate your account if you violate the agreement, or for any or no reason in our reasonable discretion, at any time. If your Account is terminated, you agree: (a) to continue to be bound by the terms of this Agreement that survive termination, as applicable, (b) to immediately stop accessing or using Mosort services, (c) that your right to access and use Mosort immediately ends, and (d) that we reserve the right to delete all of your information and account data stored on our servers. You acknowledge and agree, that We are not liable to You or any third party for termination or suspension of access to your account or for deletion of your information or account data.

Charges/Invoicing

You agree to pay the monthly or annual subscription fee and any one-time or other recurring charges listed on your order or any subsequent invoice. You will be responsible for any taxes due associated with such fees. The rates specified for Mosort, or Our add-on services may not include any extra charges that may apply for any additional/optional third-party applications, services or features, such as online payment processing or third-party applications that integrate with Mosort. The exception may be if this is provided in your Mosort package service agreement or invoice. You agree to pay for any such services that you use or request at our standard rates or the third-party provider's specified rates.

Payment Terms – RECURRING AUTO PAY

If you provide us a credit card, debit card, bank account number or PayPal account, you authorize us to charge the card or account automatically at the start of each billing period for the amount of your month, or annual recurring charges for Mosort plus applicable taxes, and less any account credits, until you notify us to cancel automatically recurring payments. It is your responsibility to keep your payment method information current, and you agree that your authorization for recurring payments will continue for any replacement payment information provided by you or the financial institution that provides your payment card, to the extent you have consented to have your financial institution auto-update your payment card information for recurring payees. Fees are due monthly or annually (depending on which payment plan you elected at purchase), in advance, unless otherwise indicated on your Order. You agree to pay all charges in full by the billing due date. You may not withhold any payment for any reason. We may apply or offset payments from you, or funds owed to you, toward amounts owed under the service agreement or any other amounts you owe us.

Usage and Right of Access

We grant you a non-exclusive, non-transferrable, limited, and revocable right to access and use Mosort solely through your valid Account(s) in accordance with all terms and limitations of this

Agreement and any documentation we provide about Mosort features and functionality. You agree that you will not use or attempt to use Mosort for any other purpose. Among other things, you will not modify, improve, reverse engineer, decompile, disassemble, copy, merge, reroute or create derivative works of or in Mosort. You agree that you will not allow another person to use your Account or Account credentials (user name, password, etc.) to access or use Mosort under any circumstances, except for authorized User accounts (formerly Staff Accounts) (note: you should not need to provide your Account credentials (password you use to log in) to any of our personnel in order to obtain customer service or support). A specific number of User Account credentials is included in your Mosort package/tier, and you may purchase additional User Account credentials for additional authorized users within your business as an add-on. You grant us and our third-party service providers specific permission to provide, administer, monitor, track and access your Account for any administrative purposes we deem appropriate.

Security of Passwords/Account Transactions

You are entirely responsible for maintaining the confidentiality of your Account and any passwords or other Account credentials, including those for a User Account and for any charges, damages, liabilities or losses incurred due to your compromise of your Account credentials. You are responsible for all acts and omissions of your password users and you agree that the conduct of any password users in clicking on any on-screen buttons, purchasing any upgrades, or engaging in any other similar conduct, will be legally sufficient for all purposes to bind you to the same extent as though evidenced by your original signature. You waive all claims or defenses that are inconsistent with the foregoing acknowledgements. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you. We may revoke your password or deny you or any password user access to any administrative or other functionality, in whole or in part, at any time in our reasonable discretion, but especially if we detect any threat to the security or integrity of our systems associated with your Account.

Operational Limits and Changes

You acknowledge that certain Mosort services may be subject to limitations imposed by applicable Laws or the policies of third-party service providers that we do not control, and that these limitations may restrict or limit the availability of certain Solutions (e.g., Payments, Social Media Services, Text Marketing, Listings Management) for certain types of businesses. More understand that any information or data provided by you to us may not be processed on a real-time basis and may be subject to the latency of the Internet, our systems, third-party networks and sites. In addition, you acknowledge that wireless carriers may implement changes, that delay or prohibit our provision of Mosort services. We and our service providers will not be responsible or liable for delays or non-delivery of the services caused by wireless carriers, third-party networks, internet providers or search engines. You acknowledge that the operation of Mosort services, may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and we shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of Mosort. We will make reasonable efforts to keep the Mosort operational 24 hours a day/7 days a week, except for: (i) planned downtime; or (ii) any unavailability caused by circumstances beyond our control, including but not limited to, acts of God, acts of government,

flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, third party service provider failures or delays, or Internet service provider failures or delays.

Complying with the Law

You understand that you and your usage of Mosort must comply with all laws, rules, regulations, codes and requirements, as well as amendments to these laws, rules, regulations, codes and requirements (the “Laws”) related to Mosort and the included features that are applicable to your business, your business type and your business’s location. This includes, but is not limited to, the Telemarketing and Consumer Fraud & Abuse Prevention Act, Telephone Consumer Protection Act of 1991 (TCPA), and The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM) and the California Consumer Privacy Act of 2018 (CCPA), as applicable, as well as other relevant laws and regulations governing your activities in marketing, advertising, communications and data collection and use. No Spam Policy: You agree not to use your Mosort services for the posting or sending of, nor include or reference any domain name(s) or URL(s) associated with your services in, unsolicited commercial advertising, email, information, announcements, texts or other messages or any other unsolicited distribution commonly considered to be “Spam.” We may, but have no obligation to, attempt to detect, manage, and eliminate Spam generated from your use of Mosort. We discourage the use of Mosort, including any Mosort solution (except for authorized payment processing platforms), to upload, communicate, store or solicit any sensitive personal data, including without limitation financial account information, social security numbers, driver’s license or government ID numbers, or private health information. While we provide an industry-standard or higher level of protection for your data stored and messages transmitted through Mosort, you understand that Mosort services are internet-based, and you acknowledge that no server or internet connection can be guaranteed to be completely secure. Thus, you agree that you are responsible for any use by you (or under your Account) of Mosort, including any Mosort solution, to upload, communicate, store or solicit any sensitive personal data, and we disclaim any liability therefore Mosort platform is not intended to be used to communicate or store “protected health information. Because you may have the capability to accept credit card payments using Mosort you agree to comply with applicable Payment Card Industry Data Security Standards (“PCI DSS”) and Laws with respect to all card data, and to the extent you have the capability to accept payment via ACH debit from a bank account, you agree to comply with National Automated Clearing House Association (“NACHA”) rules, as applicable. You agree that we will have the right to collect and use the data collected about users from the servers used to provide the Mosort customer portals and that our collection and use of such data is subject to our Privacy Policy. You agree that any privacy policy you adopt and notice you post to govern your collection and use of data from the customer portal web pages, website, or otherwise via Mosort must include notice that third parties such as us will collect and process data. For your convenience in complying with privacy-related Laws, we may offer a sample, template privacy policy that you may adopt, customize or draw from to draft your own privacy policy and notice. This model document is for informational purposes only and should not be considered or relied upon as legal advice or legal documentation. We do not represent that any sample privacy notice will comply with all of your obligations under law for your specific business, industry or location, and we may not update such sample privacy notice when there are changes in laws, rules, regulations,

best practices, and other requirements. You agree that you remain solely responsible for your compliance with the provisions of such privacy notice and all applicable Laws.

Our Rights/Remedies

If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation (defined below) or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for your Account;(ii) remove, suspend, or modify your Account access; (iii) suspend or terminate your Account without liability; (iv) recover all collection costs and attorneys' fees; and (vi) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or suspend your Account or affected Mosort features until you have resolved the dispute with the other party to our satisfaction. We may also remove the disputed content immediately. We may change any content you submit via Mosort to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network on which such content is published.

Contacting Us/Notices

All notices must be in writing and sent by going to <https://mosort.com> and completing the requested information in the "Contact Us" section. Cancellation or Termination notices must include your business name, telephone number, and address. For questions about this agreement or your Mosort service, please call us at 844.979.2428.

Limitation of Liability/Disclaimers

We are not responsible for any claim that arises between your customers and you related to your use of Mosort. If you experience issues with your use of Mosort due to any system error on our part, you agree that we may, at our discretion, provide free services as a makegood, but under no circumstances will refunds be provided. We will have no liability with respect to any services or features provided to you at no cost. The total aggregate liability for us and our affiliates for errors, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to the amount you have paid under your Account for Mosort prior to any claim. We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in the Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, we do not warrant, and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures.

Your Content

“Client Content” means content you, or any person(s) using your Account login, supplies or makes available to us for publishing, posts directly, or asks us to use in or any Mosort solution. You grant us, our third-party service providers and their third-party providers, as applicable, a perpetual, royalty-free, sub-licensable, non-exclusive, fully-paid, worldwide, irrevocable right and license to store, use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in relation to Mosort or any solution. We will not use, retain or disclose your Client Content without your consent for any other purpose except to provide you Mosort or any service, including for any commercial purpose of ours outside of our direct business relationship with you, although we may use de-identified or aggregated and anonymized information or metrics about your use of or engagement with Mosort or any solution for our internal analytical purposes and/or to improve our services. To the extent you include or incorporate any materials in your Client Content that are or may be subject to a third-party copyright, trademark or other intellectual property or publicity right, you certify that you have the relevant permissions and consents to use such materials in a promotional context and to pass on such rights to us. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your affected Mosort features.

Our Rights in Content/Copyright/Trademarks; Publicity

If we create or supply any content for your use with Mosort, the content we create is our sole and exclusive property, except for included Client Content and any content we license from a third party. You understand that we may supply such Mosort Content or similar content to our other clients. You agree that you have no right to use Mosort Content apart from Mosort without our written permission. You also agree that to the extent you permit us, including orally or by posing for a photo, to record your likeness and/or voice in any medium, then you grant us the right to edit, use, publish, distribute, or display your likeness and/or voice, in whole or in part, for any lawful purpose in relation to Mosort, or you purchase or use of Mosort, in any manner and medium, including but not limited to, advertising, publicity or promotional material online and in print. You agree that we own the copyright in, and all copyrighted portions of the Mosort service. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing. You agree that: (i) we may truncate, edit, refuse, reject or exclude from any use in connection with the Solutions any content we obtain or links we establish under the licenses you grant us herein; (ii) we may modify, expand, or utilize data within, augment content from, or add links to your Solutions to develop searchable and user value-add data that may appear in response to searches by end users; (iii) we and our contractors may use search algorithms and other methods to map end user search terms to categories and keywords that you select; and (iv) the search terms in response to which your Solutions may appear on the Internet may differ from the specific categories and keywords that you selected.

Client's Representations

You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you will comply with all applicable Laws and you and any individuals having access to your Account have all required licenses to provide the goods and services you advertise in all applicable jurisdictions; (iii) you have not made any false or misleading claims in Client Content or any communications via Mosort; (iv) in the event you use third-party social media logos or other membership organization's branding in your advertisement(s) or communications, you are and will remain a member in good standing of each social media platform or membership organization represented with logos and/or branding in your advertisement(s) or website, in accordance with the rules and/or terms and conditions of such platforms or organizations; (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, Mosort for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by entering into the Agreement and requesting us to provide the Mosort services to you; (viii) you are or are authorized to represent the business identified in your Account profile; and ix) and all contacts you provide us for Mosort have opted into all relevant forms of communication in compliance with all Laws (collectively, your "Client Representations"). You will notify us immediately if any of the above becomes inaccurate.

Indemnification

You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws; (c) any act, omission or fault of you or your employees, agents or contractors in connection with your use of Mosort; (d) any claim that the Client Content or other information provided by you violates any applicable Law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication you send through Mosort or your collection or use of any information obtained through Mosort; (f) any transactions initiated through Mosort and any payment processing services. You will continue to be obligated by this Section even after the termination of the Agreement.

Governing Law and Jurisdiction

You agree that the Agreement will be governed by Texas law.

Entire Agreement

This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to Mosort. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. Neither you nor any of our employees or agents are authorized to change or add to the Agreement or any other documents that are part of the Agreement in any way, and any purported change or addition, whether oral or written, is void. No additional statement, promise or guarantee by any purported representative

of Mosort outside the terms of this Agreement, except as made in a duly signed, written amendment, shall create any binding obligation on Mosort.

Assignment

The Agreement is binding on you and your successors. We may assign the Agreement, but you may not without our prior written consent.

Miscellaneous: Unenforced Rights

Except as otherwise set forth in the Agreement, neither you nor we will lose any of our rights under the Agreement, even if you or we do not enforce a right or delay in enforcing a right. Force Majeure. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. Severability. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

Electronic Signature

You agree that your acceptance of these Service Terms and Conditions, given electronically, will have the same legal effect as if the Service Terms and Conditions had been personally signed in writing by you. Our imaged copy of these Service Terms and Conditions will be deemed a duplicate original for evidentiary purposes.

Contact by Us

Following the acceptance of these Service Terms and Conditions, if you have provided a phone number, mobile phone number and/or email address for contact purposes, you consent to receiving telephonic or electronic correspondence from us at such number or address via phone call, facsimile, email or text, including via auto-dialer or recorded message. To opt out of such communications, follow opt-out or unsubscribe instructions included in the text message or email, or contact Mosort at 844.979.2428. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded.