

Terms of Use

TruText LLC

INTRODUCTION.

Welcome to TruText LLC, (“TruText,” “we,” “us,” or “our”). We are delighted to have you here and appreciate your interest in our Services. Our terms of use outline the terms and conditions that govern your use of our platform, including our website, applications, software, and any other services we offer (collectively referred to as the "Service" or “Services”). By accessing or using our Service, you agree to be bound by these terms of use. If you do not agree to these terms, please do not use our Service.

These terms of use (these “Terms”) set forth a legally binding agreement that governs your use of the Services. By accessing or using the Services, you are accepting these terms (personally and on behalf of any company or other legal entity that you represent when using the Services or that you name as the user when you create an account), and you represent and warrant that you have the right, authority, and capacity to enter into these terms and to bind any company or other legal entity you represent to these terms. You may not access or use the Services or accept the terms if you are not at least 18 years old. If you do not agree with all of the provisions of these terms, do not access and/or use the Services.

Our Service may change from time to time, and we reserve the right to modify or terminate the Service or these terms of use at any time without notice. Any new features or tools added to the Service shall also be subject to these terms of use. Your continued use of the Service following any changes constitutes your acceptance of those changes.

We take your privacy seriously, and our Privacy Policy explains how we collect, use, and disclose your personal information. By using our Service, you agree to our Privacy Policy linked [here](#).

By using our Service, you agree to comply with all applicable laws, regulations, and third-party rights, and you agree not to use the Service for any illegal, harmful, or unethical purpose. If you violate any of these terms of use, we reserve the right to terminate your access to the Service without notice. We may also take legal action if necessary.

ACCOUNTS.

To use certain features of the Services, you may be required to create an account with us. When creating an account, you agree to provide accurate and complete information about yourself. You are solely responsible for maintaining the confidentiality of your account login information, including your username and password, and for all activities that occur under your account. You

agree to notify us immediately of any unauthorized use of your account or any other breach of security. You acknowledge that TruText is not responsible for any third-party access to your account that results from theft or misappropriation of your account credentials.

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security by emailing Mohit@trutextapp.com. We cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.

Accounts are owned by the company or organization that registered the Account, and not by any individual user. If you are registering an Account on behalf of a company or organization, you represent and warrant that you are authorized to act on behalf of that company or organization, and that you have the authority to bind the company or organization to these Terms of Use.

We reserve the right to terminate or suspend your Account or access to the TruText Services at any time, with or without cause, and with or without notice. Upon termination, all licenses and rights granted to you in these Terms of Use will immediately terminate, and you must immediately cease all use of the TruText Services. We will not be liable to you or any third party for any damages or losses resulting from the termination or suspension of your Account or access to the TruText Services.

LICENSE.

The content on our platform, including but not limited to text, graphics, logos, images, and software, is protected by intellectual property laws and is owned by TruText or our licensors. We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use our platform solely for your personal, non-commercial use. You agree not to reproduce, modify, distribute, sell, or exploit any portion of our platform without our express written permission.

By posting or submitting any content to our platform, you grant TruText a non-exclusive, worldwide, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any and all media or distribution methods now known or later developed. You represent and warrant that you have all necessary rights and permissions to grant this license, and that your content does not violate any third-party rights, including intellectual property rights.

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not

access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly permitted herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any Content displayed on the Services) must be retained on all copies thereof.

USER CONDUCT.

You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by law.

When using our Services, you agree to the following terms: (a) do not disrupt or interfere with our servers or networks, or violate any policies or regulations; (b) do not copy or exploit any part of our Services for commercial use; (c) do not engage in any illegal activity; (d) do not impersonate any person or entity, including Trutext or its employees; and (e) respect the privacy of other users and do not collect or post personal information about others without their consent.

When you share any content or participate in discussions on our platform, please ensure that you do not violate the rights of others. This means that you should not post content that is defamatory, harassing, threatening, false, misleading, inaccurate, or contains expressions of bigotry, racism, hate speech, abusiveness, vulgarity, profanity, or sexually explicit material. You should also avoid posting content that advocates or provides instructions on dangerous, illegal, or predatory acts or discusses illegal activities with the intent to commit them. Any content that advocates violent behavior, poses a threat to personal or public safety, or contains violent images for exploitative, prurient, or gratuitous purposes is not allowed. Additionally, do not share any copyrighted, trademarked, or proprietary content without the express permission of the owner. If you violate any of these rules, you will be responsible for any damages or harm caused, and you may be barred from posting any further content on our platform.

CONTENT.

The Services contain messaging capabilities and other features in which you may post or upload and send content, video, photos, messages, other materials or items (collectively, “User Content”). You are solely responsible for your use of the Services and you use them at your own risk. You agree that you, and not TruText, are entirely responsible for all User Content that you make available through the Services and that other users of the Services, and not TruText, are similarly solely responsible for all User Content that they make available through the Services. You assume all risks associated with your use of User Content and for the use of your User Content by others, including any reliance on its accuracy, completeness or usefulness.

We make no guarantees regarding the accuracy, suitability, or quality of any User Content. Your interactions with other Services users are solely between you and such users. You agree that we will not be responsible for any loss or damage incurred as a result of any such interactions. If there is a dispute between you and any Services user, we are under no obligation to become involved. You hereby represent and warrant that your User Content does not violate any applicable laws or regulations. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by us. We are not obligated to back up any User Content, and any User Content that violates applicable laws or regulations may be deleted by TruText at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

You acknowledge and agree that TruText has the right, but not the obligation, to pre-screen, refuse or remove any Content, including User Content, and you consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content or any User Content you receive from others in connection with your use of the Services, including without limitation any chat, text, or voice communications. In the event that TruText pre-screens, refuses or removes any User Content, you acknowledge that TruText will do so for TruText’s benefit, not yours. Without limiting the foregoing, TruText shall have the right to remove any User Content that violates applicable laws or regulations or that it otherwise deems objectionable.

LIMITATION OF LIABILITY.

TruText takes great care to ensure that our Service is secure and reliable, but we cannot guarantee that the service will always be perfect. By using our Service, you accept that there may be interruptions, errors, or other problems that could affect your use of TruText. As such, you agree that TruText and its affiliates, officers, directors, employees, agents, licensors, and service providers (collectively, the “TruText Parties”) will not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, revenues, data, or other intangible losses (even if TruText has been advised of the possibility of such damages), arising out of or in connection with your use of TruText.

Users are solely responsible for ensuring that they have obtained all necessary permissions to send text messages to their clients. You must make it clear to the end recipient that they have the option to opt-out of receiving further messages at any time by replying to your message with "STOP". When sending a first text to someone added to your Contact List, TruText will automatically send an opt-out message, which reads as follows: "Welcome to [Company Name]. You will start receiving text messages. If you need assistance, text HELP in reply to this message. Reply STOP to cancel subscription." You must have written permission from you clients before opting them in to receive text messages. If you do not have proper permission to text your clients, you will be liable for any and all fees and fines.

Any marketing-related text messages must include opt-out language, and we reserve the right to audit accounts at any time to ensure that all requirements are being followed.

In no event will TruText be liable for any loss or damage that is not reasonably foreseeable, or that is caused by events outside of our reasonable control.

The TruText Parties' aggregate liability to you in connection with any claim relating to these Terms or your use of TruText will not exceed the greater of (a) the total amount paid to TruText by you during the subscription period prior to the act, omission, or occurrence giving rise to such liability, and (b) one hundred dollars (\$100). The foregoing cap on liability shall not apply to liability of a TruText Party for (a) death or personal injury caused by a TruText Party's negligence or willful misconduct; or for (b) any injury caused by a TruText Party's fraud or fraudulent misrepresentation. The foregoing caps on liability apply to the fullest extent allowed by law.

WARRANTIES.

You expressly understand and agree that to the extent permitted by applicable law, your use of our services is at your sole risk, and the services are provided on an "as is" and "as available" basis, with all faults. We expressly disclaim all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose and non-infringement.

We make no warranty, representation or condition that: (1) our Services will meet your requirements; (2) your use of our Services will be uninterrupted, timely, secure or error-free; or (3) the results that may be obtained from use of our Services will be accurate or reliable. Any content downloaded from or otherwise accessed through our Services is accessed at your own risk, and you shall be solely responsible for any damage to your property, including, but not limited to, your computer system and any device you use to access our Services, or any other loss that results from accessing such content. Our Services may be subject to delays, cancellations and other disruptions. We make no warranty, representation or condition with respect to our Services, including but not limited to, the quality, effectiveness, reputation and other characteristics of Services.

You acknowledge and agree that we are not liable, and you agree not to seek to hold us liable, for the conduct of third parties, including operators of external sites, and that the risk of injury from such third parties rests entirely with you.

Additionally, you expressly understand and agree that we do not guarantee your compliance with any applicable laws or regulations, including but not limited to laws and regulations related to privacy, data protection, and marketing. It is your sole responsibility to ensure compliance with all applicable laws and regulations, and we do not provide legal advice or offer any guarantees related to compliance. Any reliance on our Services for compliance purposes is at your own risk.

COMMUNICATION.

Under this provision, you agree to receive communications from us through electronic means, which includes email, text messages, and notifications through the Services. You acknowledge and agree that all communications we provide to you electronically satisfy any legal requirements as if they were provided in writing. By providing your contact information, you consent to receiving promotional communications from us, including marketing materials and offers. You may opt-out of receiving these communications at any time by following the instructions included in the communication or by contacting us directly. Please note that opting out of receiving promotional communications will not affect our ability to communicate with you regarding your account, support requests, or other non-promotional purposes.

FEES.

The use of the Service is subject to payment of monthly fees, as described in this provision. You acknowledge and agree that the fees paid by you under these Terms are solely in furtherance of your access to the Services, and are necessary for the continued operation, maintenance, and development of the Services.

You agree to pay all fees and charges to your Account in a timely manner and in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Failure to make timely payment may result in the suspension or termination of your access to the Services.

As a condition of signing up for the Services, you must provide TruText with valid Payment Provider information, such as a credit card (Visa, MasterCard, or any other issuer accepted by us) or purchase order information. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement, and not these Terms, to determine your related rights and liabilities.

Monthly fees for the Services include a Regulatory Fee of \$10, which will appear on your invoice. In addition, there is a Vetting Fee of \$15, which is required for TruText to perform the

necessary vetting process to ensure compliance with applicable laws and regulations. Furthermore, Twilio charges \$4 for Low Volume (fewer than 6,000 texts per day) and \$44 for Standard (between 6,000 to 600,000 texts per day). **Please note that additional fees may apply if a second vetting process is required, which are \$44.** To learn more about Twilio, please visit there terms of service linked [here](#).

We currently use Stripe Inc. (“Stripe”) as a provider for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By purchasing any of our Services, you agree to be bound by Stripe’s U.S. Terms of Service available at <https://stripe.com/us/terms> and Privacy Policy available at <https://stripe.com/us/privacy>. You hereby consent to provide and authorize TruText, Stripe, and any other payment services provider we may engage to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with these Terms, including personal, financial, credit card payment, and transaction information.

By providing us with your credit card number and associated payment information, you agree that we are authorized to invoice your Account for all fees and charges due and payable to TruText hereunder and that no additional notice or consent is required. You agree to immediately notify TruText of any change in your billing address or the credit card account used for payment hereunder. We reserve the right at any time to change its prices and billing methods, either upon posting on Services or by e-mail delivery to you.

The fees for the Services are due and payable on the 1st day of every month. You agree to make payment for the Services in a timely manner and to keep your billing information up-to-date. If payment is not received by TruText by the due date, TruText reserves the right to suspend or terminate your access to the Services. We may also charge you a late payment fee equal to one and a half percent (1.5%) per month (or the maximum allowable by law) on any overdue amount, from the due date until the date of payment.

We will provide you with notice of any price changes or changes to the billing methods via email or by posting the changes on the Services. Your continued use of the Services following such notice will be deemed acceptance of the new prices and/or billing methods. If you do not agree to the changes, you may terminate your account and discontinue use of the Services.

In the event that a payment is returned for insufficient funds, you will be responsible for a fee of \$25.00 or the maximum allowable by law. We reserve the right to refer delinquent accounts to a collection agency, and you will be responsible for all collection fees, including reasonable attorneys’ fees, and court costs, as permitted by law. Any failure to pay the fees and charges when due may result in TruText suspending or terminating your account and pursuing any and all legal remedies available to it.

You agree to make all payments of fees to TruText free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to TruText will be your sole responsibility, and you will provide TruText with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

We offer a deposit-based payment model. When you create an account on our Service, you will be required to make a minimum deposit of \$15, which will be applied to the text messages you send and receive through the Services. Once your deposit limit hits \$5, your account will automatically recharge. However, you also have the option to manually recharge your account at any time.

In addition to the deposit-based payment model, we may charge fees for certain campaign registry services. For example, we may charge a one-time fee of \$10 to handle the filing and registration of a campaign on your behalf. For high volume campaigns, we may charge a vetting fee to ensure compliance with regulatory requirements. For low volume campaigns, we may charge a fee of \$15.

We reserve the right to modify our fees and charges at any time and will provide you with notice of any such modifications. All fees are non-refundable, and you are responsible for paying all fees and applicable taxes associated with your use of the Services. If you fail to pay any fees or charges when due, we may suspend or terminate your access to the Services.

Unless otherwise noted, your subscription to our Services will automatically renew on the basis selected by you when you signed up, and your payment method on file will be charged our then-current subscription fee at the beginning of each renewal period until you cancel. You authorize us to charge your payment method upon renewal, and you may cancel your subscription prior to renewal by contacting us.

REFUNDS.

TruText does not provide refunds for any fees or charges incurred through the use of our Services. This includes but is not limited to deposit fees, campaign registry fees, and vetting fees. If you cancel your account or terminate your use of the Services in the middle of a billing cycle, you will not receive a refund for any unused portion of the deposit. Additionally, no refund will be provided for any deposit fees paid upfront. Please carefully review and consider all fees before using our Services.

THIRD PARTY LINKS.

The Services may contain links to third-party websites and services, and may display advertisements for third parties (collectively, "Third-Party Links & Ads"). Such Third-Party Links & Ads are not under the control of the Services, and the Services are not responsible for any Third-Party Links & Ads. The Services provide access to these Third-Party Links & Ads only as a

convenience to you, and do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads.

You use all Third-Party Links & Ads at your own risk. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering policies. We encourage you to review such third party's terms and policies before using any Third-Party Links & Ads.

You acknowledge and agree that the Services 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 use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless TruText and its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Services.

INTELLECTUAL PROPERTY RIGHTS.

TruText respects the intellectual property rights of others and expects its users to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have 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 (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, TruText will also terminate a user's account if the user is determined to be a repeat infringer.

TERMINATION.

These Terms will continue to apply until terminated by either you or TruText as set forth below. If you want to terminate your legal agreement with TruText, you may do so by (i) notifying TruText at any time and (ii) closing your account for the Services that you use. Your notice should be sent, in writing, to TruText's address set forth below. TruText may at any time, terminate its legal agreement with you if: (i) you have breached any provision of these Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms); (ii) TruText is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (iii) the partner with whom TruText offered the Services to you has terminated its relationship with TruText or ceased to offer the Services to you; (iv) TruText is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or (v) the provision of the Services to you by TruText is, in TruText's opinion, no longer commercially viable. TruText shall not be liable to you or any third party for any termination of your access to the Services.

SUBSCRIPTIONS.

The following provisions apply to your subscription offered by TruText. By subscribing to a subscription, you agree to be bound by these terms and conditions. Please read them carefully before subscribing.

PRO PROGRAM.

The Pro Program offered by TruText includes a unique referral campaign feature that enables existing clients to refer their services to their friends and contacts. This referral campaign is designed to reward existing clients and attract new customers to our platform.

To participate in this referral program, existing clients will be provided with a unique referral link that they can share with their friends and contacts. When a recipient clicks on the referral link, a pre-filled default text message will appear that they can easily forward to their own contacts. The text message may include a call-to-action encouraging the recipient to sign up for our Services, with a \$50 discount incentive for their first purchase. Please refer to our features page, linked [here](#), for more details on how this works!

Clients participating in the Pro Program will also have the ability to customize the referral message that is sent to their contacts. They can edit the message to include a personalized call-to-action and a customized offer. This feature allows the client to tailor the referral message to their specific audience and increase the chances of a successful referral.

As part of the Pro Program, the brand will have access to an analytics dashboard that tracks the performance of their referral campaign. The dashboard provides detailed information on the number of clicks, conversions, and other important metrics. The brand can use this data to

optimize their referral campaign and improve its effectiveness. Additionally, the brand will also have access to a private, in-house URL shortener exclusively designed for our services. This URL shortener is intended for internal use only and not for public access. It allows the brand to create custom, shortened links for their referral campaign, which can be tracked and analyzed within the analytics dashboard. By leveraging this tool, the brand can further enhance their referral campaign by monitoring the performance of specific shortened URLs and gaining valuable insights to optimize their campaign's effectiveness.

Additionally, when a brand client clicks on the referral link, the pre-filled text message will automatically appear in their iMessage app, making it easy for them to forward the message to their contacts without having to type anything manually.

Please note that participation in the referral program is subject to our Acceptable Use Policy and other terms and conditions set forth in these Terms of Use. TruText reserves the right to modify or terminate this referral program at any time, without notice or liability, and in our sole discretion.

AMENDMENTS.

We reserve the right to modify or amend these Terms at any time. Any changes to these Terms will become effective immediately upon posting on the Services, and your continued use of the Services after any changes to these Terms will signify your acceptance of such changes. You agree to review these Terms regularly to ensure you are aware of any changes. We will make reasonable efforts to notify you of any material changes to these Terms via email or by posting a notice on the Services. Your use of the Services following the posting of any revised Terms will constitute your acceptance of such changes.

GOVERNING LAW.

These Terms and your use of the Services shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms or your use of the Services shall be filed only in the state of Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

ENTIRE AGREEMENT.

These Terms, together with any other agreements or terms incorporated by reference, constitute the entire agreement between you and us with respect to the subject matter of these Terms, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

WAIVER.

The failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by us.

DISPUTE RESOLUTION.

You and we agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof or the use of the Services (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section.

SEVERABILITY.

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

CONTACT US.

If you have any questions or concerns about these Terms of Use or our Services, please contact us at the following email address:

Email: Mohit@trutextapp.com

We are committed to providing excellent customer service and will do our best to respond to your inquiries promptly. Please note that if you are contacting us about a specific issue with our Services, you may be asked to provide additional information to help us resolve the issue more efficiently.