

USER AGREEMENT

IMPORTANT--READ CAREFULLY: THESE TERMS OF USE AND PURCHASE (THIS "AGREEMENT") ARE A LEGAL CONTRACT BETWEEN YOU (THE SINGLE BUSINESS ENTITY WHO IS REGISTERED TO USE THE APPLICATION) AND MOBILETEK LLC. BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND PURCHASE, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND PURCHASE, YOU SHOULD EXIT THIS PAGE WITHOUT ACCEPTING AND REFRAIN FROM ALL FURTHER USE OF THE APPLICATION.

1. LICENSE AND USE LIMITATION

We grant you a limited, personal, nontransferable, nonsublicensable, revocable license to access and make personal use of the Application. The use of this Application is limited to those purposes set forth herein. Except to the extent required by law or as expressly provided herein, the Application may not be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form by any means, resold or redistributed without our prior written consent.

Any and all intellectual property rights associated with the Application are the sole property of MobileTek, LLC, its affiliates or third parties ("MobileTek"). The Application is protected by copyright and other laws in both the United States and other countries.

2. REGISTRATION

Before you are authorized to use the Application, we reserve the right to conduct checks and verifications to ensure you have authority and are qualified to use the application. You consent to our requesting credit and other background checks for such purpose.

By registering to use the Application, you agree to provide accurate and current information about yourself as prompted by the Login Registration pages, and you agree to maintain and promptly update your profile information in order to keep it accurate and current. You warrant that you are at least 18 years of age and possess the legal authority to enter into this Agreement and to use the Application in accordance with all terms and conditions herein. You also warrant that all information supplied by you is true and accurate.

3. PAYMENT TERMS AND CONDITIONS

All payments for use of the Application shall be made through Apple or Google Play subscriptions, as applicable.

If your payment method fails or your account is past due, we may variously:

- (i.) Terminate or suspend your access rights;
- (ii.) Commence collection mechanisms to collect fees owed (this includes retaining collection agencies and legal counsel).

4. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Application, you warrant that you will not use the Application for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Any unauthorized use terminates the permission or license we have granted you.

5. DISCLAIMER; LIMITATION OF LIABILITY

THE APPLICATION IS PROVIDED “AS IS, WHERE IS,” WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR DAMAGES TO YOU OR YOUR CUSTOMERS FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE APPLICATION OF ANY KIND. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR OR INTERRUPTION SHALL BE TO REQUEST THAT WE CORRECT THE MATTER OR, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF THE APPLICATION AT YOUR OPTION. IN NO EVENT SHALL WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES BE RESPONSIBLE FOR ANY PAYMENTS OWED TO YOU FOR SERVICES RENDERED BY YOU TO THIRD PARTIES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE APPLICATION OR WITH THE DELAY OR INABILITY TO USE THE APPLICATION, OR OTHERWISE ARISING OUT OF THIS AGREEMENT OR THE USE OF THE APPLICATION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE, OUR AFFILIATES, OR OUR OR THEIR AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

6. TERMINATION

In the event that we learn of, or have reasonable grounds to suspect, that your registration information is inaccurate, that activity in violation of the terms and conditions herein has occurred, or that you have not made any payments required to use the Application, we can suspend or terminate all access to the Application without notice and refuse to authorize its future use. Repeated violations of the terms and conditions herein will result in immediate termination. In addition, we reserve the right to discontinue your use of the Application at any time without reason or advance notice to you.

7. MODIFICATION OF THESE TERMS AND CONDITIONS

We reserve the right to change the terms, conditions, and notices under which the Application is offered, and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your use of the Application. You will be notified of changes to the terms, conditions, and notices through the Application’s message center tools.

8. RELATIONSHIP OF THE PARTIES

You agree that no joint venture, partnership, employee-employer, franchiser-franchisee, or agency relationship exists between you and us as a result of this Agreement or use of the

Application. You acknowledge that we shall never be responsible for payments to you and that you will be paid only by your TPA or subscribing carrier company.

9. ENTIRE AGREEMENT

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the you and us with respect to the Application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Application. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Headings are for reference purposes only and do not limit the scope or extent of such section.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with law enforcement requests or requirements relating to your use of the Application or information provided to or gathered by us with respect to such use.

Our failure to exercise or enforce any right hereunder, with respect to a breach by you or your designated agents, shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement thereof or of any other right on any other occasion. Any rights not expressly granted herein are reserved.

10. SEVERABILITY

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and Agreement shall continue in effect.

11. APPLICABLE LAW AND JURISDICTION

This Agreement is governed by the laws of the State of New Jersey. You hereby consent to the exclusive jurisdiction and venue of the state or federal courts in New Jersey in all disputes arising out of or relating to the use of the Application to the extent that any aspect or matter falls to be interpreted, conformed, or adjudicated upon.