

ADS2TXT MESSAGE SERVICE AGREEMENT

THIS TEXT MESSAGE SERVICE AGREEMENT (hereinafter referred to as the "Agreement") by and between ADS2TXT (hereinafter referred to as "Company"), and ANY entity that submits payment to ADS2TXT for the ADS2TXT text message service (hereinafter referred to as "Customer"), whether it be via the Ads2Txt .com website, or any other form or media.

WITNESSETH:

WHEREAS, ADS2TXT provides Ads2Txt opt-in based text message advertising service ("Service"). Customers opt-in to the service by sending a text message with a customer specific 3-7 character long keywords to short code provided by ADS2TXT WHEREAS, the keyword: is chosen by customer and is never reviewed by ADS2TXT (Max 459 characters) Opt-out: txt MSTOP to 41513. Help: txt MHELP to 41513. For example: Thank you for joining. Get 50% off your next meal with this message at XXXXX. One time offer. Opt-out: txt MSTOP to 41513. Help: txt MHELP to 41513. WHEREAS, this Agreement sets forth the Standard Terms and Conditions that apply to the use of the Ads2Txt Services.

DEFINITIONS OF TERMS USED HEREIN:

(A) "Very Competitive Price" (fourth "whereas" clause) will be determined by Company according to the current rate of fair market value. ARTICLE 1: USER ELIGIBILITY 1.01 you represent and warrant that you are the person legally responsible for all use of this account, and are at least 18 years of age. You agree to provide ADS2TXT with your full legal name, social security number or if a legal entity, your tax id number, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card or check that you supply to us as well as the authorized user of the PayPal account that you use to purchase ANYTHING from us, and you understand and agree that we have an obligation to fully investigate any possible fraudulent online check or credit card use.

ARTICLE 2: CONTENTS OF MESSAGES

2.01 You are responsible for the contents of your text messages and the consequences thereof. You further agree not to use Ads2Txt to send any text messages that are not based in customer opt-in or material that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or may otherwise constitute a criminal offense, give rise to civil liability or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, regulation or court order. ADS2TXT reserves the right to terminate your account without prior notice if ADS2TXT becomes aware of and determines, in its sole discretion, that you are violating any of the foregoing guidelines.

ARTICLE 3: UNLAWFUL OR PROHIBITED USE

3.01 As a condition of your use of the Ads2Txt Service you warrant to ADS2TXT that you will not use the Ads2Txt Service for any unlawful purpose.

ARTICLE 4: PRICING

4.01 The service fees are: \$ 99 Set Up Fee and \$45 per month, \$299 Set Up Fee and \$125 per month, \$499 Set Up Fee and \$175 per month, \$999 Set Up Fee and \$275 .This is paid every 30 days from Sign Up date. The ADS2TXT service provides rollover plans. Customer will get the number of text messages specified for the subscription they are currently subscribed to, customer on will be receive the number of text messages specified for the subscription they are currently subscribed on subscribed renewal date. If customer doesn't use all text message credits that they have were given by the next payment date, customer will receive the full number of text message credits the plan gave them for the previous month's amount and will be added to customer credits. If Customer wishes to use more text message credits than is in their account, Customer get purchase more credits at any time or upgrade to a plan that provides a higher number of monthly credits.

ARTICLE 5: TERM

5.01 The initial term of this Agreement is one month. Customer pays for a quantity of text messages and those are delivered. After one month, this agreement renews automatically and customer automatically purchases a quantity of text messages. Customer has option to upgrade at any time by purchasing a

package that offers a greater quantity of text messages but will need to cancel current subscription by logging into Customer's PayPal account and doing so. ADS2TXT is not responsible for cancellation of Customer's subscription to the ADS2TXT service.

Customer can cancel this agreement at any time by e-mailing Ads2Txt with written notice or calling Ads2Txt accounting department. Customer is responsible for cancelling their account; however ADS2TXT will answer any questions the customer has about this process by "live chat" provided on the Ads2Txt .com website, email, or by phone.

ARTICLE 6: TERMS OF PAYMENT

6.01 You agree to pay ADS2TXT the appropriate payment for the services received from ADS2TXT . You agree to provide ADS2TXT with current billing and contact information and authorize ADS2TXT to bill all account and related charges to the credit card or PayPal account on file. User may cancel at any time; however, user will not be eligible for a refund if ADS2TXT has received payment from customer. Upon initial account creation, after ADS2TXT receives payment , ADS2TXT gives customer 24 hours to "test drive" Ads2Txt products and trial the service and products.

After 24 hours, customer is not eligible for ANY refund at ANY time EVER. If customer does cancel their subscription 24 hours of sending initial payment and creating their account as a new subscriber, ADS2TXT will promptly refund customer all money that customer sent as payment via PayPal or Credit Card to ADS2TXT minus the cost to ADS2TXT of any text message credits that Customer used during that period.

6.02 Pay by Credit Card. If your credit card is denied for any reason on the first attempt, we will automatically attempt to resubmit your card. Should the card be denied a second time, we will terminate the account. All files within the account may be deleted on termination.

6.03

ARTICLE 7: ZERO TOLERANCE SPAM POLICY

7.01 ADS2TXT takes a zero tolerance stance against sending of unsolicited text messages, commonly known as spam. Any user who sends out spam will have their account terminated without notice, and will be billed at a rate of \$100.00 for each recipient to whom the message was sent, regardless of whether the messages were sent from our server, or from another server advertising our short code. All commercial text messages must comply with all applicable federal, state or local laws. ADS2TXT reserves the right to require changes or disable as necessary any website, account, database, or other component that does not comply with this policy, at its sole discretion.

ADS2TXT also reserves the right to make any such modifications in an emergency at our sole discretion.

(A) ADS2TXT will not be liable for any damages incurred related to spam. (B) In the event of litigation, it is the responsibility of each party to bear its own attorneys' fees and costs throughout the entire process of any proceeding in accordance with Article 17.

ARTICLE 8: MONITORING OF SERVICE 8.01 You agree that ADS2TXT has the right to monitor the service electronically at any time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. ADS2TXT reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. ADS2TXT also reserves the right to refuse refunds in cases where ADS2TXT believes abuse has taken place. ADS2TXT LLC reserves the right to monitor any and all communications through or with our facilities. You agree that ADS2TXT is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded in the event that such service is monitored and/or disclosed. ARTICLE 9: SHARING OF ACCOUNT SPACE & RESALE RESTRICTIONS 9.01 You represent and warrant that the account you purchase is purchased either for yourself or on behalf of a client.

ARTICLE 10: REFUND POLICY

10.01 All payments are mutually agreed to be non-refundable. All NEW subscribers are permitted to use the ADS2TXT service for a period of 24 hours as defined above to "test out" the Ads2Txt service. If customer cancels their subscription to the Ads2Txt service within that period, ADS2TXT will promptly refund customer in full. The first 24 hours of the customers Ads2Txt service term is the only time in

which customer can cancel and be eligible for ANY refund. Otherwise, customer is NEVER eligible for ANY refund EVER.

ARTICLE 11: TERMINATION

11.01 ADS2TXT may terminate this agreement and your access to any or all ADS2TXT related services at any time, with or without cause, with a 30-day notice. ADS2TXT LLC shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Anyone determined by ADS2TXT to have violated these Terms of Service may be barred from receiving any services from ADS2TXT without refund, as agreed in Article 10. Any outstanding amount due on the account will still be payable as scheduled. (A) You may terminate this Agreement by cancelling your subscription to the ,ADS2TXT service by e-mailing sales@ads2txt.com or by calling the Ads2Txt accounting department. (B) If you should choose to terminate your account before the end of the commitment period, you accept that you will be required to pay the plan setup fee and the value of the services until the end of the ongoing term in accordance with the equivalent rates.

ARTICLE 12: RELATIONSHIP OF THE PARTIES

12.01 Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

ARTICLE 13: DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

13.01 THE ADS2TXT Ads2Txt SERVICE PROVIDED IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ADS2TXT LLC EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE ADS2TXT ADS2TXT SERVICE WILL BE ERRORFREE, TIMELY, SECURE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ADS2TXT , ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. 13.02 UNDER NO CIRCUMSTANCES WILL ADS2TXT LLC, OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE ADS2TXT ADS2TXT SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY INFORMATION OBTAINED ON THE ADS2TXT SERVICE; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ADS2TXT RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT ADS2TXT IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM ADS2TXT AND ITS AFFILIATES 13.03 UNDER NO CIRCUMSTANCES, UNDER THE TERMS OF THIS AGREEMENT, SHALL DAMAGES INCLUDE LOSS OF BUSINESS, OR LOSS OF PROFITS, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, PRODUCT LIABILITY, OR OTHERWISE, TO ANY PARTY IN PRIVY TO THIS AGREEMENT, OR ANY THIRD PARTY NOT SO SITUATED. 13.04 THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

ARTICLE 14: COPYRIGHT AND TRADEMARKS

14.01 All contents of ADS2TXT and Ads2Txt are proprietary to ADS2TXT and/or its suppliers and are protected under Copyright. All rights are reserved. ADS2TXT reserves any rights not expressly granted herein. The Customer acknowledges that he/she/it does not presently know the special skills, techniques or business policies, nor does the Customer have business forms or access to the Company's body of knowledge, and as such, such information is deemed confidential and a trade secret, as such term is defined within the meaning of New York Statutes, entitling Company to all protections available under both New York and Federal law. ARTICLE 15: FORCE MAJEURE 15.01 If by reason of failures of

telecommunications or internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of ADS2TXT, ADS2TXT is unable to perform in whole or in part its obligations as set forth in this Agreement, then ADS2TXT shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make ADS2TXT liable to the Customer or other third parties.

ARTICLE 16: GOVERNING LAW

16.01 New York law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under this Agreement, each party shall be responsible for their respective attorneys' fees and costs, as stated in Article 17. The parties consent to the exclusive jurisdiction and venue of the courts of the State of Colorado or to any Federal Court located within the State of Colorado.

ARTICLE 17: ATTORNEYS' FEES AND COSTS

17.01 Any legal controversy or legal claim arising out of or relating to this Agreement or our services, which results in litigation, shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

ARTICLE 18: SEVERABILITY AND SURVIVABILITY

18.01 Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18.02 Survivability. The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely – warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

ARTICLE 19: INDEMNIFICATION

19.01 You agree to defend, indemnify and hold harmless ADS2TXT against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to attorneys' fees and costs) or claims caused by or resulting indirectly from your use of the service, without limitation or exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copy right trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with ADS2TXT .

ARTICLE 20: REMEDY

20.01 Customer agrees that his/her/its sole and exclusive remedy to any issues relating to the Ads2Txt Service is to discontinue using the Service.

ARTICLE 21: ASSIGNMENT

21.01 In the event of a merger or consolidation of ADS2TXT, the surviving or new corporation and any subsidiaries are similarly subject to the rights and obligations of this Agreement.

ARTICLE 22: ENTIRE AGREEMENT

22.01 This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supersedes any prior Agreements between the parties with respect thereto.

ARTICLE 23: WAIVER

23.01 The failure of ADS2TXT to enforce a provision of this Agreement shall not be construed as a waiver or limitation of ADS2TXT right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ARTICLE 24: MODIFICATION OF TERMS

24.01 ADS2TXT reserves the right to modify this policy at any time and without advance notice, effective upon making the modified provisions available on Ads2Txt .com Website. You are responsible for regularly reviewing these documents. Continued use of the ADS2TXT Services after any such changes shall constitute your consent to such changes. ADS2TXT does not and will not assume any obligation to notify you of any changes to the Terms of Service.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in triplicate the day and year first above written. ANY CUSTOMER THAT PAYS AND/OR SUBSCRIBES ADS2TXT LLC FOR THE ADS2TXT SERVICE IS LEGALY BOUND TO THIS AGREEMENT. BY SUBSCRIBING/PAYING ADS2TXT LLC, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEM