

## **AGREEMENT AND TERMS OF USE**

**THE UNDERSIGNED** (“User”) enters into this Agreement with **TextDRIPS LLC**, (hereinafter “TextDrips”) under the following terms and conditions:

TextDrips will provide software and supplementary services at different levels as described in the attachment, and the User will pay an initial fee and standard monthly subscription fees as set forth in the attachment.

User agrees to become familiar with and adhere to TCPA laws, MMA laws, FCC laws, CAN-SPAM Act and FTC laws, as updated.

User holds TextDrips, its officers, members employees, agents and representatives harmless from any claims, demands, regulatory penalties or sanctions, actions, or lawsuits of any nature arising from the User’s failure to comply with this agreement or with the laws, rules and regulations governing the use of the program and User shall indemnify them from any claims demands, regulatory penalties or sanctions, actions, or lawsuits of any nature arising from the User’s failure to comply with this agreement or with the laws, rules and regulations governing the use of the program. The indemnification shall extend to any costs or fees uncured by the indemnified parties.

TextDrips will provide training videos for educational purposes on the uses of the application, the software and the program. The training videos are not produced by TextDrips, and TextDrips is not responsible for any information, directions or statements in the videos or supporting materials.

User will obtain consent as required by law before contacting any of their contacts, and User agrees to contact only people who have given permission to be contacted. User will not abuse the service and send illegal messages. User will not contact people on the Do Not Call

list, and User is responsible for screening its contacts against the national and local Do Not Call lists.

Users will append to each message the opt out language as required by law.

Either party may cancel this agreement by giving the other party 30 days' notice. If cancellation is for cause, defined as a violation of any law, rule, regulation or a failure to comply with the Terms of Use, TextDrips may cancel immediately and without notice to the customer.