

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEBSITE AND TO THE SERVICES. YOU AGREE TO CHECK FOR UPDATES TO THESE TERMS AND CONDITIONS OF USE. BY USING THIS WEBSITE OR THE SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN YOU MAY NOT USE THIS WEBSITE OR THE SERVICES.

1. General Terms and Conditions.

1.1. General.

BEC TEC LLC. ("Project37", "project37.app", "we" or "us") provides service-based small businesses and organizations with a complete customer management system. This website (including any related sub-site, service, feature or functionality) (the "Site") and the Services are provided subject to these Website and Product Terms and Conditions of Use, as they may be amended by us, and any guidelines, rules or operating policies that we may post on this website, including our Anti-Spam Policy, our Prohibited Content and Commerce Statement and our Privacy Statement, which are specifically incorporated herein by reference (collectively, the "Agreement"). We may amend this Agreement from time to time due to changes to the Site or the Service, to account for developments under the law, or for any other commercially reasonable reason. Future performance by us of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you (by posting on our Site) and, if you do not want to agree to any such amendment, you should stop using the Site and the Services and contact us to cancel your account. By registering and verifying a Project37 account, by logging in to your Project37 account, by accessing the Site or by accessing any of the Services, you accept this Agreement on behalf of yourself and any business or organization you represent (collectively, "you"). Any terms and conditions that may be contained in any acknowledgement, invoice, purchase order or other form you provide are specifically null and void.

1.2. Minimum Age and Ability to Bind.

The Site and the Services are available only to persons or organizations that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the Services are not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Site or the Services. If you are using the Site or the Services on behalf of an organization, you represent and warrant that you have the ability to bind such organization by your use of the Site and the Services.

1.3. Registration.

You agree to provide true, accurate, current and complete information about your organization, as applicable, as requested in the registration form and elsewhere on the Site, and agree to advise Project37 upon an update if such information if it changes.

1.4. Account Access.

We may, in our discretion, permit you to authorize additional users to use your Project37 account. For purposes of this Agreement, you are the "Account Owner" and any other users you authorize will be deemed "Authorized Users." You will be responsible for each Authorized User's use of your Project37 account and each Authorized User's compliance with this Agreement.

1.5. Payment for Services.

Payment for Project37 services must be made in advance by a payment method accepted by Project37. Payments are only payable in the currencies made available to you when you purchase the Project37 service. All payments processed are non-refundable after three (3) days from time of processing. All payments processed are ineligible for amount adjustment. All refund requests must be sent in electronic mail form to the following address: support@project37.app, and must include the account's registered email address, the last 4 digits of payment card or bank account, the payment amount and payment date. Once this information is received and verified, a refund will be issued within twenty-four (24) hours for a "pro-rated" amount based on how many days of service were exhausted from the time of payment until the time of the initial refund request. Project37 is strictly a "pre-paid", by the increments of thirty (30) days, ninety (90) days or one hundred eighty (180) of service. Registered users have an autopay option which can be cancelled at any time before the account's subscription renews. All payment processes are secured through an SSL connection, authorized and processed via PCI compliant tokenization technology provided by our 3rd party payment processor.

2. Communication with You.

We reserve the right to send messages to you to inform you of (a) changes or additions to the Site, the Services, this Agreement, (b) violations of this Agreement or actions relating to your privilege to access and use the Site or the Services, (c) any other matter related to the Site, the Services or this Agreement or (d) for marketing and other purposes. Nothing in this provision shall require or obligate us to send any notice if no notice is required or mandated elsewhere in this Agreement.

You agree that we may, but are not obligated to, monitor or record any of your telephone conversations and chat texts with us for quality control purposes, for purposes of training our employees and for our own protection. You further agree that any Account Users or anyone else you authorize to use your account consents to such monitoring or recording as well. You acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.

BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT WE MAY CONTACT YOU VIA TELEPHONE (EITHER BY A LIVE PERSON, AUTOMATIC DIALER, PRERECORDED MESSAGE OR A COMBINATION OF THE FOREGOING) TO DISCUSS THE SERVICES AND YOU CONSENT TO SUCH CONTACT. FURTHER, YOU CONSENT TO RECEIVE SUCH PHONE CALLS AT THE TELEPHONE NUMBER YOU ENTERED ON THE SITE. You do not need to agree to this provision in order to use the Site or purchase the Services and if you would like us not to contact you by telephone, please send an email to support@project37.app.

3. Copyright and Trademark Information.

The Site and the information it contains, are the property of Project37 and, in some cases, its affiliates and licensors, and are protected by United States and international intellectual property laws.

5. Access and Use of the Site and the Services.

5.1. Prohibition on Spam; Permission Practices; Message Requirements.

(a) Prohibition on Spam; Permission Practices. The Site and the Services may not be used for the sending of unsolicited mobile texting messages (sometimes called "spam"). All messages sent by means of the Site or the Services shall be in compliance with our Anti-Spam Policy.

You are responsible for ensuring that your use of the Site and the Services do not generate a number of spam or other complaints in excess of industry norms. We may terminate your access to or use of the Site and the Services if we determine that your level of spam or other complaints is higher than industry norms, as determined by us in our sole discretion. As a matter of privacy, we will not share with you information about those recipients who complain about your use of the Services or file a spam report against you.

You agree to import, access or otherwise use only vendor lists in connection with the Site and the Services for which all listed parties have consented to receive correspondence from you. It is not sufficient consent to receive email correspondence from you if a person or organization participates in a survey or registers for an event, clicks "Like" on your Facebook® page, or "follows" you on X®. If you have used our feature that allows you to request a recipient to confirm that you have the recipient's permission to send messages to such recipient (assuming such use is permitted by laws applicable to you), and such recipient has not responded or does not respond affirmatively to such request for confirmation, you agree that you shall not send messages to that recipient. You agree not to send messages through the Site or the Services to distribution lists, newsgroups, publicly available press or media addresses.

We reserve the right without notice to take all measures of any nature (whether legal, technical or otherwise) to prevent unsolicited and/or other unauthorized mobile texting messages or campaigns from entering, utilizing or remaining within our network.

(b) Messages. In your use of the Site or the Services, you shall represent yourself or your organization accurately and will not impersonate any other person, whether actual or fictitious. You agree that you are the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules or regulations adopted under such act (the "CAN-SPAM Act")) of any message sent by you using the Site or the Services. You agree that for any mobile texting message sent by you using the Site or the Services, (i) the "message" of any email message sent by you using the Site or the Services will accurately and in a non-deceptive manner identify your organization, your product or your service and will not contain any deceptive or misleading content regarding the overall subject matter of the mobile texting message. You agree that you shall not utilize the Site or the Services to send any message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (including content on an Internet website operated for a commercial purpose) (a "commercial electronic mail message" as defined in the CAN-SPAM Act or Canada's Anti-Spam Legislation) to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf you may be acting.

5.2. Compliance with Laws.

The Site and the Services shall only be used for lawful purposes and you shall use the Site and the Services only in compliance with this Agreement and all other applicable U.S., state, local and international laws in your jurisdiction, including:

- 1.the CAN-SPAM Act;
- 2.Canada's Anti-Spam Legislation;

3.any policies and laws related to unsolicited mobile texting messages, spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws;

4.laws relating to advertising, sales or promotional efforts or practices, redemption, refunds and provision of your products or services;

5.laws that govern false, unfair and deceptive practices, coupons, gift cards/certificates, defective products or services, unclaimed property, alcohol or tobacco, health and safety, fire, and hygiene standards;

6.laws that govern lotteries, sweepstakes, contests and promotions; and

7.laws that govern the collection of donations and charitable giving.

You further agree to refrain from unethical, false or misleading advertising, promotions or sales efforts and practices in connection with your use of our Site or Products.

You may not use our Site or Products for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, or other laws that apply to commerce.

You are responsible for determining whether our Site or Products are suitable for you to use in light of any regulations, such as the Health Insurance Portability and Accountability Act ("HIPAA"), the Gramm-Leach-Bliley Act, European data privacy laws, or other laws. If you are subject to a particular regulation and you use our Site or Products, then we will not be liable if our Site or Products do not meet those requirements.

5.3. Restrictions on Use.

We prohibit the use of the Site or the Services by any person or organization that violates our Prohibited Content and Commerce Statement. You further agree to comply with the following in connection with your use of the Site and the Services:

- You may not access or use the Site or the Services in a way that uses technology or other means to access, index, re-render, frame, mirror, truncate, add to, inject, filter or link to the Site or the Services that is not authorized by us (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized use, download, linking, framing, reproduction, access to, or distribution of the Site or the Services).

- You shall not use the Site, the Services or any Software for timesharing or service-bureau purposes or otherwise for the benefit of a third party (except as expressly permitted by our partner programs).
- Unless you are an authorized reseller of the Services, you may not display, copy, reproduce, or distribute the Software, any component thereof, any documentation provided in connection with Site, the Services or the Software, or any content, including but not limited to newsletters distributed to you by us in connection with the Services.
- You may not use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Site or the Services for any unauthorized purpose.
- You may not use the Site or the Services in a way that, to be determined in our sole discretion, damages, disables, overburdens, impairs, or gains unauthorized access to the Site or the Services, including Project37's servers, computer network, or user accounts.
- You may not use the Site or the Services in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Site or the Services.
- You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, or otherwise use the content of the Site or the Services for public or commercial purposes without our express written permission.
- You shall not interfere with or disrupt the Site or any related Project37 websites or servers or networks connected to the Site or the Services.
- You shall not restrict or inhibit any other user from enjoying and using the Site or the Services.
- You shall not use the Site or the Services in violation of applicable law or third party rights (including third party terms of service), and shall not use the Site or the Services for hosting content (for example, images and documents) that infringes on the intellectual property rights of others.
- You shall not repeatedly upload and remove unique mobile texting numbers or otherwise try to manipulate data in an attempt to circumvent our billing procedures.
- You shall not set up multiple accounts for any individual or organization in order to send substantially similar content unless you are part of a franchise.
- You may only use our features or functionality of the Services with the Services themselves.

5.4. Limitations on Use.

You understand that not all email messages sent through use of the Site or the Services will be received by or will be capable of being viewed by their intended recipients or will be viewable by your recipients in the same way they appear in our product environment. You further understand that delivery of messages by means of the Site or the Services may involve transmissions over various networks, and that the messages (including videos, images and text contained therein) could be reformatted or otherwise revised to conform to the formatting or technical requirements of such networks. You also understand and agree that messages exceeding maximum character limitations may be truncated, abbreviated, reduced or otherwise abruptly cut short.

You agree that we may establish general practices and limits concerning use of the Site or the Services, including the maximum number of messages or campaigns that may be distributed by you and/or the maximum size of any messages or campaigns that may be transmitted by means of the Site or the Services. We reserve the right to modify, revise, suspend or discontinue any Product in whole or in part, either temporarily or permanently and with or without notice, and you acknowledge that we are not obligated to support or update the Services in any manner. If we discontinue any Product in its entirety that you are using, we will provide you with advance notice and an opportunity to cancel your account.

5.5. Subscriber Privacy.

(a) Customer Privacy Notice. You shall adopt and comply with your own "customer privacy policy." Your privacy policy will be posted so that your subscribers have notice of your data collection and use practices, including your practices with respect to subscriber data that you obtain from us, and will otherwise comply with applicable law.

(b) Sensitive Information. You will not import or incorporate into any contact lists or other content you upload to our servers any of the following information: social security numbers, national insurance numbers, credit cards, passwords, security credentials, or sensitive personal or health information of any kind. Notwithstanding the foregoing, if you are a covered entity under HIPAA, you agree to contact us at support@project37.app in order to request a business associate agreement prior to using the Product with your subscribers. If we agree to enter into a business associate agreement with you, you may include sensitive personal health information, subject to this Agreement and the terms of the business associate agreement (additional fees may apply).

5.6. Your Products and Services.

Among other things, the Services permit you to (i) communicate about or administer contests, competitions, sweepstakes, or other similar promotional events ("Promotions"); (ii) sell your products and services and tickets to your events to your subscribers and others in the form of various

promotional deals, coupons, tickets, vouchers, passes or cards (each, a "Deal"); and (iv) collect donations (each, a "Donation Campaign").

You are solely responsible for your products and services, events, Promotions, Deals and Donation Campaigns, including any and all injuries, illnesses, damages, claims, liabilities and costs suffered in respect thereto. You shall bear all costs of procuring and delivering your products and services, Promotions (including any prizes offered), Deals, running your events and Donation Campaigns, including any associated shipping, taxes and any other fees associated therewith. You hold all necessary governmental and third-party licenses, approvals, authorizations and registrations necessary to offer your products and services, Promotions, Deals and run your events and Donation Campaigns, if any.

You agree to provide your products and services, Promotions, Deals, and run your events and Donation Campaigns in a safe and professional manner, consistent with industry best practices, including keeping reliable records.

You will be solely responsible for any and all statements and promises you make and for all user assistance, warranty and support of your products and services, Promotions, Deals, events and Donation Campaigns and to comply with any promises you make to your customers, users, donors and donees. You further agree to provide contact information for any end-user questions, complaints or claims. You agree that your Promotions and Deals will prominently include any applicable rules, restrictions or limitations necessary to comply with applicable law, this Agreement and your own requirements (the "Offer Terms") and you agree to comply with the same. Any such Offer Terms must be presented to prospective purchasers before they commit to make a payment or take any other action and must include any terms provided by us. If you use the Site or the Services to offer a Promotion, you are further responsible for ensuring that you comply with applicable law relating to eligibility requirements (for example, age and residency restrictions), the selection of winners and all prizes offered in connection with the Promotion (for example, registration and obtaining necessary regulatory approvals) and that your Offer Terms include the foregoing to the extent applicable. You shall ensure that the rules for each Promotion (i) state that each entrant or participant unconditionally releases us of any liability arising from the Promotion, and (ii) inform each entrant or participant that the Promotion is in no way sponsored, endorsed or administered by, or associated with, us.

6. Restrictions and Responsibilities.

6.1. No Rights in Software.

This is an Agreement for services and access to the Site, and, except as expressly set forth herein, you are not granted a license to any software by this Agreement and nothing on the Site shall be construed

to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Site or the Services or any software, documentation, or data related to the Site or the Services ("Software"); remove any proprietary notices or labels from the Site or the Services or any Software; modify, translate, or create derivative works based on the Site or the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Site or the Services or any Software. If you are using the Site or the Services in any jurisdiction which restricts the ability of a software provider to restrict your right to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Site, the Software or the Services, then you hereby covenant that, prior to engaging in such activities, you will first request that we perform such work at our standard professional services rates. We can then decide either: (a) to perform the work in order to achieve such interoperability and charge our then standard rates for such work to you; (b) to permit you to reverse engineer parts of the Software in order to obtain such source code, but only to the extent necessary to achieve such interoperability; or (c) to provide you with the information that you need regarding the Software for the purpose for which applicable law permits you to engage in such activities despite a contractual prohibition on such activities.

6.2. Monitoring and Removal.

Although we have no obligation to monitor the content provided by you or your use of the Site or the Services, we may do so and may block any messages or campaigns, remove any content, including surveys, event registrations, social campaigns, Promotions, Deals or Business Content, or prohibit any use of the Site or the Services that we believe may be in violation of the foregoing or any other provision of this Agreement. You further understand and agree that we and any applicable third party who supports, posts, publishes or distributes your Promotions, Deals or Business Content also has the right to reformat, edit, monitor, reject, block or remove any of your Promotions, Deals or Business Content at any time. In no case will the foregoing make us responsible or liable for compliance with any such laws or obligations, for which you remain solely responsible and liable.

6.3. Assistance.

You acknowledge that we may from time to time provide you with marketing advice and other coaching, template design, frequently asked questions and tips on best practices and complying with applicable law, including any sample Offer Terms. You acknowledge that such assistance and information is provided as a convenience to you and that such assistance and information are not intended to and do not constitute legal advice and that no attorney-client relationship is formed. We do not warrant or guarantee that use of or compliance with this information will be sufficient to comply with your obligations hereunder, applicable law or with third party rights.

6.4. Your Information and Content.

(a) Your Information. In using the varied features of the Site or the Services, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to us and we may collect information about your use of the Site or the Services. We may use this information in accordance with our Privacy Statement and relevant "just-in-time" notices, if any, provided at the point of information collection or use.

(b) Your Content and Contacts. We will also obtain any information that you provide to us in connection with your use of the Site or the Services, such as contact lists and content (including Business Content). We acknowledge your ownership rights in such contact lists. As more fully described in our Privacy Statement, we will never sell or rent your contact lists to anyone without your permission.

You hereby grant to us a revocable, non-exclusive, royalty-free, worldwide license, with the right to sublicense, to use, reproduce, publish, distribute, perform and display your contacts and content (other than the Business Content, which is covered by the license set forth in Section 5.7 hereof) only as required by us to offer and operate the Services and related services and as described in our Privacy Statement.

You are solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of your contacts and content, and you are responsible for maintaining, securing and storing your contacts and content in accordance with applicable law and any contractual obligations you may have (including this Agreement). You represent and warrant that you own or have secured all rights and interest in and to your contacts and content required for us to use your contacts and content as contemplated by this Agreement. To the extent you use images or templates provided by us, we hereby grant to you a revocable, non-exclusive, royalty-free, worldwide license to use, reproduce, publish, distribute, perform and display the images solely in connection with your use of the Site or the Services.

(c) Submissions. If you submit any suggestions, business information, ideas, concepts or inventions or content to us through the Site or otherwise ("Submissions"), you agree such Submission is non-confidential for all purposes and you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted, us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display such Submission in any manner or in any media now known or hereafter created.

7. Termination.

We may, in our sole discretion, terminate your access to your Project37 account or use of the Site or the Services, disable your Project37 account or access to the Site or the Services, remove all or a portion of your contacts and content, cancel or suspend any of your events, Promotions or Deals or Donation Campaigns, or put your Project37 account on inactive status, in each case at any time, with or without cause, with or without notice and without refund. We shall have no liability to you or any third party because of such termination or action, except that we will refund a pro rata portion of any prepaid amounts if we terminate you without cause. After termination, we shall process all opt out requests within 30 days of your last mobile texting campaign. You not may terminate your Project37 account at any time. Except as specifically set forth herein or on the Site, there are no refunds for any payments paid.

Upon termination of your Project37 account by you or us, this Agreement and any rights or licenses granted to you hereunder shall immediately terminate except that (a) all sections of this Agreement that by their nature should survive termination will survive termination, including, Sections 1- 3, 4.1(c), 4.2 and 5-18, and (b) for the avoidance of doubt, you will continue to be responsible for redemption of coupons and fulfillment for Promotions and Deals run prior to such termination in accordance herewith and any promises you made with respect to the funds associated with any Donation Campaigns.

8. Indemnification.

You hereby agree to defend, indemnify and hold harmless us, our affiliates and our underlying service providers (i.e. vendors who help us provide the Services), business partners, third-party suppliers and providers, members of our Network, account providers, licensors, distributors and agents and our and their respective officers, directors, employees, distributors and agents from and against any claims, damages, suits, actions, demands, proceedings (whether legal or administrative), losses, liabilities, penalties, settlements and expenses (including costs and reasonable attorneys' fees) in connection with any claim or action that (a) arises from any actual or alleged breach by you of this Agreement; (b) arises from your contacts and content, including the content or effects of any messages you distribute, events you host, surveys you administer, social media campaigns you publish, Promotions or Deals you offer, donations you collect or products or services you sell (including claims relating to violations of law, false advertising, injuries, illness, damages, death, taxes, fulfillment, breach of Offer Terms, defective products or services or unclaimed property); (c) arises from your provision of incomplete or inaccurate information to your subscribers or customers; (d) arises from your use of any Third Party Service (as defined below) or (e) otherwise arises from or relates to your use of the Site or the Services. You agree to provide us with prompt written notice in the event of any such claims or actions. In addition, you

acknowledge and agree that we have the right to seek damages when you use the Site or the Services for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Services, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

9. Warranty Disclaimer; Remedies; Release.

YOU EXPRESSLY AGREE THAT THE SITE AND THE PRODUCTS (INCLUDING ANY CUSTOM SERVICES OFFERINGS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE OR THE PRODUCTS AND ANY RELIANCE BY YOU UPON THE SITE OR THE PRODUCTS, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE USE OF THE SITE OR THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR COMPLETELY SECURE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SAME. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

WE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER FOR YOUR COMPLIANCE WITH OR BREACH OF ANY LICENSE OR TERMS AND CONDITIONS OF ANY THIRD PARTIES OR THIRD PARTY SERVICES.

IN ADDITION, WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR (a) THE ACCURACY OR RELIABILITY OF ANY THIRD PARTY CONTENT, OPINION, ADVICE OR STATEMENT MADE BY ANYONE OTHER THAN US, OR (b) ANY EVENT HOSTED, DONATION SOLICITED, THE RESULTS OF ANY SURVEY, OR ANY PRODUCT OR SERVICE PURCHASED OR OTHERWISE OBTAINED FROM ANY THIRD PARTY, INCLUDING OUR CUSTOMERS.

NO CLAIM MAY BE ASSERTED BY YOU AGAINST US MORE THAN 12 MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SITE OR THE PRODUCTS SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO ADJUST OR REPAIR THE SITE OR THE PRODUCTS.

TO THE EXTENT APPLICABLE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO (a) ANY CONTENT POSTED ON YOUR SITE OR IN ANY MATERIALS YOU SEND USING THE SITE OR THE PRODUCTS, (b) THE CONDUCT OF ANY OTHER CUSTOMERS OF OURS OR THEIR RESPECTIVE SUBSCRIBERS AND (c) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (IF YOU ARE A CALIFORNIA RESIDENT), AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION (IF YOU ARE A RESIDENT OF SUCH JURISDICTION).

10. Limitation of Liability.

EXCEPT WITH RESPECT TO DEATH OR PERSONAL INJURY DUE TO THE NEGLIGENCE OF MARITEXT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL MARITEXT OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, THIRD PARTY SUPPLIERS AND PROVIDERS AND MEMBERS OF OUR NETWORK, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "MARITEXT") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF MARITEXT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF MARITEXT TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT IN THE 12 MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY MARITEXT TO YOU IN THAT 12 MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

You agree that Project37 has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

11. Restricted Persons; Export of the Site, the Services or Technical Data.

The Products are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("OFAC"), Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or reexport, or permit the export or reexport, of

software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, Project37 also does not register, and prohibits the use of any of our Products in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

12. third-party Websites and Services.

The Site and the Services include social media tools that may, among other things, allow you to manage access, post content and manage content on social network platforms (for example, LinkedIn®, Facebook® and Twitter®). These tools also allow you to use the Services to access and analyze information found on social media sites. You hereby grant us all required permissions to access such sites and provide this functionality.

The Site may contain links to websites that are controlled by third parties and access to certain third-party services (including our partners), which may include, without limitation, marketing and advertising services, social bookmarking services, social network platforms, publication and delivery services, payment processing services and other payment intermediaries or websites and members of our Network (each, a "Third Party Service"). These links and services are provided to you as a convenience, and we are not affiliated with or responsible for the content, action or performance of any linked website or third-party Service and you use such websites or services at your own risk. Any third-party Service accessed from the Site or the Services is independent from us and we have no control over, and assume no responsibility for, the content, privacy policy, terms of use and practices of such website or service. Any such third-party Service may have terms of use and a privacy policy different than ours and you should review the applicable terms and policies, including privacy and data gathering practices before proceeding.

You agree to abide by the terms and conditions of any applicable third-party Service. Notwithstanding anything set forth herein to the contrary, you will abide by this Agreement regardless of anything to the contrary in your agreement with any third party and you shall not use such third-party Service to avoid the restrictions set forth in this Agreement.

We may terminate any third-party Service's ability to interact with the Site or any of the Services at any time, with or without notice, and in our sole discretion, with no liability to you or to any third party. Any third-party Service may take actions to impact our ability to make available some or all of the features of the Site or the Services at any time, with or without notice, and we will not be liable to you or to any third party for any such actions. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, any third-party Services.

In order to use some features of the Site or the Services, you must have access to a valid email or social networking account. You are solely responsible for paying any third-party fees associated with such third-party networks. You further agree that the ability to use some features of the Site or the Services may be subject to subscriber terms of use, contracts, capacity charges and/or other expenses established and enforced by your email service provider, internet service provider or other applicable service provider, all of which are your sole responsibility. You represent that use of the Product will not violate any rules, restrictions policies, or requirements of your email service provider, internet service provider or other applicable service provider.

In no event shall any reference to any third-party or third-party product or third-party Service be construed as an approval or endorsement by us of that third party or of any product or service provided by such third party.

If you use the Services to collect payments (including registration for events, Deals, Digital Rewards, donations or products or services), you are responsible for the collection and administration of such payments and compliance with all applicable laws relating thereto, including all applicable domestic or international local, state or federal tax requirements. We do not hold your funds or those of your subscribers, customers, participants, event registrants or donors at any time. You are responsible for any refunds associated with any payments.

13. Notice and Take Down Procedures; Copyright Agent.

If you believe any materials accessible on or from the Site or the Services infringe your copyright or other intellectual property, you may request removal of those materials (or access thereto) from the Site or the Services by contacting our copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (for example, the URL) of an authorized version of the work.

2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

3. Any information required to be included in a copyright infringement report under the United Kingdom Digital Economy Act 2010 (as we shall notify to you from time to time and request from you as necessary).

4. Your name, address, telephone number and (if available) email address.

5. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

6. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

7. A signature or the electronic equivalent from the copyright holder or authorized representative.

Our agent for copyright issues relating to the Site and the Services is as follows:

Compliance Manager

Email: support@project37.app

For all email submissions please include the subject line: DMCA Takedown Request.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of Project37 account holders who are repeat infringers.

14. Open Positions on Career Pages.

We may list open employment positions on the Site. Any such postings are for informational purposes only and are subject to change without notice. You should not construe any information on the Site or made available through the Site as an offer for employment, nor should you construe anything on the Site as a promotion or solicitation for employment not authorized by the laws and regulations of your location.

15. Email Address and Password.

You are responsible for maintaining the security of your Project37 account by keeping your email address and password combination safe. We will authorize any individual who claims to have permission to make internal changes to your Project37 account so long as such person provides the account owner's email address and one-time support verification code, as determined by us in our sole discretion, by email via the account owner's email address, through which you access the Site or the Services. We have no knowledge of your organizational structure, if you are registering for the Services as an organization, or your personal relationships, if you are a person. You will be solely responsible and liable for any activity that occurs under your mobile number or user id and the activities of your Authorized Users, if any, and we shall not be responsible for the actions of any individuals who misuse or misappropriate your contact lists or other assets using your mobile number, user id and PIN code or other appropriate account identifying information. You agree to notify us immediately of any unauthorized use of your Project37 account or any other breach of security.

16. International Use; Prohibited by Law.

In recognition of the global nature of the Internet, you agree to comply with all local rules where you reside or your organization is located regarding online activities, mobile texting and the Site or the Services. More specifically, but without limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Site or the Services are controlled and operated by us from our offices within the United States (although we may share data with third parties around the world to assist us in providing the Site or the Services) and we make no representation that the Site or the Services are appropriate or available for use in other locations. Those who access the Site or the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Site or the Services where prohibited by law.

For the purposes of European Directive 95/46/EC and applicable national implementing laws in your jurisdiction, and with respect to your subscribers' or customers' personal data, you acknowledge and agree that you are the data controller, and we are a data processor. You also acknowledge and agree that you are responsible for complying with all obligations of a data controller under applicable law. We agree that we shall process your subscribers' or customers' personal data on your behalf in accordance with your instructions, as set out in this Agreement and in order to provide the Services, and any instructions received from time to time, and that we have taken and will continue to take adequate technical and organizational measures against unauthorized or unlawful processing of, accidental loss or destruction of, or damage to, your subscribers' or customers' personal data as set out in our Privacy Statement.

If you are located in the European Economic Area (“EEA”) or send to anyone in the EEA, you represent and warrant that in using our Services, you will clearly describe in writing how you plan to use any data collected and you will get express consent to transfer data to us and be processed and that you have the necessary permission to allow us to receive and process data and send communications to that individual on your behalf. If, notwithstanding the foregoing, you still require a model clauses contract with us, please contact us at support@project37.app to request one.

17.1. Full Force and Effect.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

17.2. Entire Agreement.

We and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

17.3. Assignment.

You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion.

17.4. Further Assurances.

You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of this Agreement.

17.5. Force Majeure.

We are not liable for any default or delay in the performance of any of our obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond our reasonable control, including fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for us to perform our obligations hereunder.

17.6. Third Party Beneficiaries.

Project37's affiliates, underlying service providers, business partners, third-party suppliers and providers, members of our Network, account providers, licensors, officers, directors, employees, distributors and agents are expressly made third party beneficiaries of this Agreement. Except as set forth in the immediately preceding sentence, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

17.7. Titles.

The titles of the paragraphs of this Agreement are for convenience only and have no legal or contractual effect.

17.8. No Agency.

Except as expressly set forth herein, no agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever.

17.9. Attorney Fees.

In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

17.10. Governing Law and Legal Actions.

You hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement, whether in contract, tort, fraud, misrepresentation or any other legal theory. The arbitration will be conducted before a single arbitrator and will be held at the AAA location in Pittsburgh, Pennsylvania, unless you are a "consumer" as defined under the AAA rules. Disputes with consumers, as therein defined, will be resolved by binding arbitration conducted under the AAA's Consumer Arbitration Rules, as applicable. Consumers may request that the arbitration occur in or near the city/state stated in your account record with us. The procedures for commencing an arbitration are available here (provided however, that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court only on an individual, non-class basis).

ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER SUBSCRIBERS OR USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the class action waiver. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate a litigation or any other proceeding against us in violation of this paragraph, you agree to pay our reasonable costs and attorneys' fees incurred in connection with its enforcement of this paragraph.

The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of conflict or choice of law rules.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

17.11. Additional Information.

If you have any questions about the rights and restrictions above, or would like to report any inaccuracies or errors, please contact us by email at support@project37.app.

Project37 Privacy Statement

Revised: 04/01/2023

At BEC TEC LLC. ("we" or "us"), including our wholly-owned service, Project37, we respect and protect the privacy of our trialers, customers and others who use our websites, products and services. This privacy statement provides details about how your personal information is collected and used by us. Personal information is any information that identifies you or would enable someone to contact you, which may include your name, mobile number, phone number and other non-public information that is associated with such information. It does not include aggregate information, anonymous information or any other non-personally identifiable information. This privacy statement applies to the Project37 website; and any other sites owned or operated by us and our mobile applications (the "Sites"). This privacy statement does not cover how our trialers and customers may use the data that we collect on their behalf. For information on how they use data, please contact the applicable trialer or customer directly.

Summary and Contents

The summary below provides the key concepts of the full Project37 Privacy Statement. If you have questions, please click the links to view the complete text below.

Information Collection and Use by Us

We are the sole owner of information collected on the Sites (including any metadata), except for contact lists and content that you provide to us in connection with your use of our products and services. We collect information only as necessary to fulfill the purposes set forth in this privacy statement and we will only use this information as described in this privacy statement. We may combine any or all of this data with other information we collect about you.

In connection with your use of our products or services, we will obtain contact lists (including mobile texting numbers and other information for your subscribers) and content (including the content of your campaigns and storefront information) that you provide to us in connection with such use. We acknowledge your ownership rights in such contact lists and content. We will never sell or rent your contact lists to anyone without your permission and will never use your contact lists or content for any purpose other than as described here.

We may use any of this information to offer and improve our products and services, to provide you with requested information or technical support, to facilitate your movement through the Sites or your use of our products and services, to do a better job of advertising and marketing our products and services, to diagnose problems with our servers or our products and services, in connection with our security and compliance programs, to administer our Sites, to communicate with you, to target prospective customers with our products or services, to assist us in offering you a personalized experience or otherwise tailor our Sites, product and service offerings to you, or as otherwise described in this privacy statement. We may aggregate and anonymize information received to produce reports on trends and statistics, such as mobile search trends, campaign best practices or the number of users that have been exposed to, or clicked on, our Sites or evaluated or purchased our products and services. Payment information that you provide to us, including credit card data, will only be used one time per transaction to facilitate payment for our products and services. We may also use recorded telephone conversations for quality control purposes, to train our employees and for our own protection.

Security and Privacy

We employ reasonable technical, administrative and physical safeguards to protect the confidentiality and security of your personal information. We use industry-recognized technical safeguards, such as

firewalls, and have adopted and implemented security procedures to protect your information from loss, misuse or unauthorized alteration. When we collect financial account information, such as credit card numbers, we protect its transmission through the use of encryption such as the Secure Sockets Layer (SSL) protocol.

Sharing of Information

We will only share certain personal information with our partners, third party service providers and co-marketing partners, an acquirer, with others within your organization, our affiliates and for legal reasons, as more fully described below.

Tracking Technologies

Technologies such as cookies, beacons, tags and scripts are used by us and our partners (including marketing partners and affiliates) as well as our analytics and other service providers. These technologies are used in many ways, including advertising, sales and marketing, analyzing trends, administering and improving the Sites, tracking users' movements around the Sites (including point of entry), gathering demographic information about our user base, verifying login status, measuring the success of a particular marketing campaign, providing improved customer service, providing more relevant content, deterring or detecting fraud, and providing users with a customized experience. We also use these technologies as part of our product offerings, including to provide our trialers and customers with information about their campaigns. We collect information based on the use of these technologies on an individual as well as aggregated basis.

We use Local Storage Objects (LSOs), such as HTML5 to, among other things, optimize screen presentation, video and other preference information.

Online Advertising

We partner with third parties to either display advertising on our Sites or to manage our advertising on other sites. Our third-party partners may use technologies, such as cookies, to gather information about your activities on our Sites and other sites in order to provide you with advertising based upon your browsing activities and interests.

Access to Personal and Storage of Information

We take steps to ensure that the personal information we collect is accurate and up to date, and that you have the ability to access it and make corrections to it.

Third Party Links and Information Collection and Use by Our Customers

Some of our Sites provide links to other websites. You may be asked to submit personal information to any of these sites. You may also be asked to provide certain personal information to our trialers or customers in connection with their use of our products and services. Because we do not control the information policies or practices of these third party sites, you should review their privacy policies to learn about how they collect and use personal information.

Children

Our Sites and our products and services are not directed to persons under 18. We do not knowingly collect personal information from children under 18.

Notification of Changes

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we decide to change this privacy statement in any material way, we will notify you here, by SMS via your mobile number, or by means of a notice on www.Textexpress.us so our users are always aware of what information we collect, how we use it and under what circumstances we disclose it.

Information Collection and Use by Us

We are the sole owner of information collected on the Sites (including any metadata), except for contact lists and content that you provide to us in connection with your use of our products and services. We collect information only as necessary to fulfill the purposes set forth in this privacy statement and we will only use this information as described in this privacy statement. We may combine any or all of this data with other information we collect about you.

In connection with your use of our products or services, we will obtain contact lists (including mobile texting numbers and other information for your subscribers) and content (including the content of your

campaigns and storefront information) that you provide to us in connection with such use. We acknowledge your ownership rights in such contact lists and content. We will never sell or rent your contact lists to anyone without your permission and will never use your contact lists or content for any purpose other than as described here.

In the course of your use of our products or services or visit to the Sites, we may also obtain the following information about you:

- Information that you provide during any voluntary or mandatory registration process (such as company name, mobile number, phone number, billing address or credit card information, geographic location and industry), when you call or email us (for support or otherwise) or when you use our products or services;
- Payment information that you provide to us (on our Sites or otherwise) when you purchase some of our products and services, including credit card data;
- Additional information about you that we collect from other sources, such as information you provide at seminars or to our partners, information that is publicly available or that you consent to us receiving from third parties;
- Information from third party social networking sites, including information that social networking sites provide to us if you use your credentials at such social networking sites to log into some of our Sites (such as your name and email address to pre-populate our sign-up form). The information you allow us to access varies by social networking site, and it is affected by the privacy settings you establish at the social networking site. You can control and find out more about these privacy settings at the applicable social networking site;
- Your telephone conversations with us (which we may monitor or record);
- Data relating to your activity on our Sites (such as your IP address, browser type and version, geographic location, pages you view, how you got to our Sites and any links you click on to leave our Sites, metadata about your use and your subscribers' use of our Sites and your mobile texting messages you send, your interactions with any videos we offer and any device or other method of communication you use to interact with the Sites), which we store in a variety of places within our infrastructure, including system log files, back end databases and analytics systems; and

We may use any of this information to offer and improve our products and services, to provide you with requested information or technical support, to facilitate your movement through the Sites or your use of our products and services, to do a better job of advertising and marketing our products and services, to diagnose problems with our servers or our products and services, in connection with our security and compliance programs, to administer our Sites, to communicate with you, to target prospective customers with our products or services, to assist us in offering you a personalized experience or otherwise tailor our Sites, product and service offerings to you, or as otherwise described in this privacy statement. We may aggregate and anonymize information received to produce reports on trends and statistics, such as mobile search trends, campaign best practices or the number of users that have been exposed to, or clicked on, our Sites or evaluated or purchased our products and services. Payment

information that you provide to us, including credit card data, will only be used one time per transaction to facilitate payment for our products and services. We may also use recorded telephone conversations for quality control purposes, to train our employees and for our own protection.

Security and Privacy

We employ reasonable technical, administrative and physical safeguards to protect the confidentiality and security of your personal information. We use industry-recognized technical safeguards, such as firewalls, and have adopted and implemented security procedures to protect your information from loss, misuse or unauthorized alteration. When we collect financial account information, such as credit card numbers, we protect its transmission through the use of encryption such as the Secure Sockets Layer (SSL) protocol.

Notwithstanding our efforts, we cannot guarantee absolute or unqualified protection of this information given the open nature and resulting instability of the Internet and World Wide Web, and we make no representations or warranties as to the effectiveness of our security and assume no liability for security breaches or any failure in the security of your computer equipment, your internet service provider or other networks and communications providers.

Sharing of Information

We will only share certain personal information with our partners, third party service providers and co-marketing partners, an acquirer, with others within your organization, our affiliates and for legal reasons, as more fully described below.

We may share your name, mobile number and other information with certain of our partners so that they may assist you in using our products and services, contact you with offers, services or products that may be of interest to you, and provide you with their products or services. Our partners are prohibited from using your contact information for any other purpose without your consent. We will not provide our partners with your credit card information. If you are working with a partner and would like that partner to have full access to your account, we will provide access to just that partner upon your request or consent.

Occasionally, we enter into contracts with carefully selected third parties so that they can assist us in servicing you (for example, providing customer service, fraud detection and deterrence or access to advertising assets), to assist us in our own marketing and advertising activities or to engage in co-

marketing activities with us. Our contracts with such third parties prohibit them from using any of your personal information for any purpose beyond the purpose for which it was shared.

We may also share non-personal information with any third party, including the media, industry observers, marketing and advertising partners, vendors, customers, potential customers or partners. For example, we may disclose mobile search trends, campaign best practices or the number of users that have been exposed to, or clicked on, our Sites or evaluated or purchased our products and services.

If we are involved in a merger, acquisition, a sale of all or a substantial portion of our assets, or other similar sale transaction, your information may be transferred as part of that transaction. We will notify you by SMS via your mobile number and/or a prominent notice on our website of any such transfer and any choices you may have regarding your information.

We may share your information with others within your organization (including any affiliates or any other individuals designated as users on your account). We may also share your personal information with any of our affiliates. Any such affiliate may use your information only according to the terms of this privacy statement.

Lastly, we may disclose your personal information to courts, law enforcement authorities and other relevant third parties, such as internet service providers, when such disclosure is necessary or advisable, in our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action, prevent harm to others or pursue other relief when you or a third party are or may be: violating our terms and conditions of use; causing injury or other harm to, or otherwise violating our property or other legal rights, or those of other users or third parties; or violating federal, state, local, or other applicable law. This disclosure may include transferring information to the U.S. and outside the European Economic Area. To the extent we are legally permitted to do so, we will take reasonable steps to notify you in the event that we are required to provide your personal information to third parties in connection with a subpoena.

Tracking Technologies

Technologies such as cookies, beacons, tags and scripts are used by us and our partners (including marketing partners and affiliates) as well as our analytics and other service providers. These technologies are used in many ways, including advertising, sales and marketing, analyzing trends, administering and improving the Sites, tracking users' movements around the Sites (including point of entry), gathering demographic information about our user base, verifying login status, measuring the success of a particular marketing campaign, providing improved customer service, providing more relevant content, deterring or detecting fraud, and providing users with a customized experience. We

also use these technologies as part of our product offerings, including to provide our trialers and customers with information about their campaigns. We collect information based on the use of these technologies on an individual as well as aggregated basis.

Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our Sites, but your ability to use some features or areas of our Sites may be limited.

We use Local Storage Objects (LSOs), such as HTML5 to, among other things, optimize screen presentation, video and other preference information. Various browsers may offer their own management tools for removing HTML5 LSOs. Third parties with whom we partner to provide certain features on our Sites or to display advertising based upon your Web browsing activity use LSOs such as HTML 5 and Flash to collect and store information. To learn how to manage privacy and storage settings for Flash cookies click [here](#).

If an account or profile was created without your knowledge or authorization, please contact us at support@project37.app to request removal of the account or profile.

Access to Personal Information

We take steps to ensure that the personal information we collect is accurate and up to date, and that you have the ability to access it and make corrections to it.

Upon request Project37 will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information. To request this information please contact us at support@project37.app.

We will retain and use your information for as long as your account is active or as needed to provide you with services, as necessary to comply with our obligations under this privacy statement and at law, resolve disputes, enforce our agreements and for backup purposes. Notwithstanding the foregoing, we may continue to disclose your storefront information to third parties in a manner that does not reveal personal information after you suspend or cancel your Project37 account.

Third Party Links and Information Collection and Use by Our Customers

Some of our Sites provide links to other websites. You may be asked to submit personal information to any of these sites. You may also be asked to provide certain personal information to our trialers or customers in connection with their use of our products and services. Because we do not control the

information policies or practices of these third-party sites or our trailers and customers, you should review their privacy policies to learn about how they collect and use personal information.

You may also log in to some of our Sites using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity and provide you with the option to share certain personal information with us, such as your name and email address to pre-populate our sign-up form. For example, if you take advantage of certain of our social media features, such as the Facebook Like button, and widgets, such as the "Share This" button or interactive mini-programs that run on our site, the applicable social networking sites may collect your IP address, which page you are visiting on our Sites, and may set a cookie to enable it to function properly.

Children

Our Sites and our products and services are not directed to persons under 18. We do not knowingly collect personal information from children under 18. If a parent or guardian becomes aware that his or her child has provided us with personal information without such parent or guardian's consent, he or she should contact us. If we become aware that a child under 18 has provided us with personal information, we will delete such information from our files.

International Use

We are headquartered in the United States of America. Personal information may be accessed by us or transferred to us in the United States or to our affiliates (including other members of the Endurance corporate family), partners, merchants, or service providers elsewhere in the world. By providing us with personal information, you consent to this transfer. We will protect the privacy and security of personal information according to this privacy statement, regardless of where it is processed or stored, however you explicitly acknowledge and consent to the fact that personal information stored or processed in the United States will be subject to the laws of the United States, including the ability of governments, courts or law enforcement or regulatory agencies of the United States to obtain disclosure of your personal information.

For the purposes of European Directive 95/46/EC and applicable national implementing laws in your jurisdiction, with respect to your data, we are a data controller and with respect to your contacts' information, we are a data processor.

Accountability

Project37 is responsible for the processing of personal data it receives under the Framework and subsequently transfers to a third party acting as an agent on its behalf. In certain situations, Project37 may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We have designated our Privacy Manager to oversee our compliance with applicable privacy laws. Questions and inquiries concerning your privacy may be directed by email to support@project37.app.

Notification of Changes

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we decide to change this privacy statement in any material way, we will notify you here, by SMS via your mobile number, or by means of a notice on www.Textexpress.us so our users are always aware of what information we collect, how we use it and under what circumstances we disclose it. For material changes in how we use personal information, we will provide advance notice by SMS (sent to the mobile number specified in your account) or by means of notice on www.Textexpress.us prior to the change becoming effective. In all cases, your continued use of any Site or our products and services constitutes consideration and your binding acceptance to any such changes.

Project37 California Privacy Rights

Revised: 01/10/2026

Your Privacy Rights — Notice to California Residents

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information us to a third party for the third party's direct marketing purposes. To make such a request, please send an email to support@project37.app.