

SUNDROP MOBILE TERMS OF SERVICE

YOU MUST AGREE TO THESE TERMS OF SERVICE TO USE SUNDROP SERVICES

By using or registering for a Sundrop Mobile ("Sundrop") Service (defined below), you agree to these terms and conditions ("Terms of Service") and the Sundrop Privacy Policy. You agree to accept notices electronically. Each time you use a Sundrop Service, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using the Sundrop Services. You cannot use or sign up for Sundrop Services until you have accepted these Terms of Service.

SUNDROP SERVICES

For purposes of these Terms of Service, the term "Sundrop Services" and "Services" shall mean Sundrop software (whether preinstalled, on a medium or offered by download), Sundrop services, Sundrop websites (including, without limitation, sundropmobile.com and couponredeemer.com) and all other software, features, tools, web sites and services provided by or through Sundrop Services from Sundrop Mobile, Inc. and its business divisions (collectively "Sundrop") and Sundrop's third-party vendors.

1. **Purpose and Description of Services.** Sundrop provides users with a means of publishing information that can be retrieved from mobile phones and the Internet. To use our Services, you select a unique keyword. The use of such keyword in the Sundrop service does not grant you ownership of such keyword. Sundrop retains ownership of all keywords in its service and provides it to you for the period of time agreed upon, and paid for when joining service. Sundrop may determine, in its sole discretion, to limit the use of the Services, add data storage limitations, change fees for the Services or otherwise modify the Services in the future. You acknowledge and agree that these changes may take place and that Sundrop shall have no liability stemming from such changes. Any additions or modifications to the Services shall be in the sole discretion of Sundrop and will be subject to these Terms of Service. You are solely responsible for any fees, charges and expenses incurred by you in accessing and using the Services - including, but not limited to, standard text messaging charges that will depend on the plan that you have with your wireless carrier. Sundrop uses reasonable efforts to ensure that the Services are available on a 24/7 basis. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Sundrop. By using the Services you agree that Sundrop shall not be liable to you for any modification, suspension or discontinuance of the Services. All materials displayed on the Site including, but not limited to text, graphics, news articles, charts, presentations, User communications photographs, images and illustrations, shall be referred to herein as "Content." Sundrop attempts to maintain a website that is absent of offensive, indecent or objectionable Content. You understand that by using Sundrop Services, you may be exposed to this Content. Under no circumstances will Sundrop be liable in any way for any Content, including, but not limited to, the subject matter of any Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via Sundrop Services. By sending a text message to a keyword on a short code hosted by Sundrop Services (e.g. 70259), you expressly



agree to receive promotional communications by SMS, and may stop receiving them by sending a text message with the word STOP, END, QUIT, or ARRETE to the sending short code (e.g. 70259).

2. **Restrictions on the use of the Services.** By using the Services you agree that you will not:
 - a. Use the Services for any illegal purpose;
 - b. Upload, email or otherwise transmit any User Content that is unlawful, obscene, harmful, threatening, defamatory or hateful or that contains objects or symbols of hate, invade the privacy of any third party, contain nudity or child erotica, or is otherwise objectionable.
 - c. Upload, email or otherwise transmit any User Content that you do not have the lawful right to transmit (including any User Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the content) or any User Content that infringes the intellectual or proprietary rights of any third party; or
 - d. Interfere with or disrupt (or attempt to interfere with or disrupt) web pages available at the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site. Sundrop reserves the right at all times to terminate your account, and delete any and all Content at, in whole or in part, for any reason including, but not limited to, violations of these Terms of Service. If you do violate these Terms of Service, Sundrop reserves the right to share any information with any third party. In addition, Sundrop reserves the right at all times to disclose any User Content as necessary to satisfy any law, regulation, governmental request or partner request, in its sole discretion.
3. **Age Requirements and Limitations on Use of Services.** Users of the Services must be at least 13 years of age. Children under the age of 13 are not permitted to use the Service and no information of children under the age of 13 will be knowingly collected by Sundrop. If Sundrop determines that it has collected personal information of children under the age of 13, Sundrop will immediately delete such information.
4. **Trademarks and Copyrights.** All trademarks, brands and service marks used in conjunction with the Services by Sundrop shall be the property of Sundrop. Sundrop shall be the owner of all copyright and database rights in the Services. You may not publish, distribute, extract or reproduce any such content in any material form, except as it relates to the personal use of the Services. This license does not apply to any third party content stored at Sundrop. Permission for use of such content must be obtained from the copyright owner. Sundrop claims no ownership interest in the User Content. User Content means any Content created or contributed to the Site by any user of the Services. You acknowledge and agree that if you contribute any User Content, including any widgets, you grant to Sundrop a perpetual, non exclusive worldwide, royalty-free, transferable right and license to use in any way such User Content (including all related intellectual property rights) to provide the Services.
5. **Copyright Infringement.** Sundrop respects the intellectual property rights of others. However, you agree that Sundrop is not responsible for any violations of any intellectual property rights in any User Content. If you believe that your intellectual property rights have been infringed by another party please contact Sundrop via the email address: support (at) sundropmobile.com.

6. Disclaimer of Warranty and Limitations of Liability. Sundrop expressly disclaims any responsibility or liability for the use of the Services by you. THE SERVICES, CONTENT, SITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL Sundrop BE LIABLE TO YOU OR ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND RELIANCE ON THE SITE OR SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF Sundrop HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE OR SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES OR DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
7. Forum and Choice of Law. These Terms of Service shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Service or your use of the Service shall be filed only in federal courts located in the State of Florida, Ocala district, or state courts located in the county of Orange and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.
8. Cancellation Policy. Sundrop requires cancellation in writing two business days prior to customer's monthly renewal date. If the customer does not receive acknowledgement of cancellation from Sundrop within one business day, customer must then contact Sundrop via phone requesting such receipt. If customer attempts to cancel after the predetermined cancellation period, customer will be charged for the next month. Sundrop does not offer prorated refunds.
9. General Terms and Conditions. Additionally, Sundrop Services are provided subject to Sundrop's "Standard Terms and Conditions" available at <http://www.sundropmobile.com/>, which may be updated at Sundrop's sole discretion from time to time.