

Texty Terms of Service

This agreement was last updated on June 28th, 2021.

Please Read Carefully Before Using This Service: The following terms of service (“Terms of Service”, “Agreement”) govern your use of the Texty Service (the “Service”), which is owned and operated by Texty, Inc. (“Texty”). By using the Service, you are irrevocably agreeing to the following Terms of Service.

Texty reserves the right to modify the Terms of Service at any time in its sole discretion, and without any prior notice to you. Any continued use by you of the Service after the posting of such modified Terms of Service shall be deemed to indicate your irrevocable agreement to such modified Terms of Service. Accordingly, if at any time you do not agree to be subject to any modified Terms of Service, you may no longer use the Service.

Texty is a service provider of Delaware.

Description of Service

The Service is an SMS/MMS text message autoresponder bot for third-party sellers (“User”) to potentially increase sales of their product(s) on Amazon, Walmart.com, Ebay, and other third-party platforms.

Use of Service and Intellectual Property

In order to access and use the features of the Service, you are required to open an account (“User Account”) by signing up with Texty. When you sign up for a User Account, you agree to provide true, accurate, current and complete information (“Account Information”), and you agree to update the Account Information in order to ensure that it is current. Upon signing up for a User Account, and subject to all of the terms and conditions of these Terms of Service, Texty hereby grants to you a personal, limited, nonexclusive, non-transferable right and license to use the Service, solely for your own internal business purposes, until such time as either you or Texty elect to terminate such right in accordance with the Terms of Service, and as long as you meet any applicable payment obligations.

The Service is protected by copyright, trade secret, and other intellectual property laws. All logos, domain names, website content and other intellectual property that entail our products and services are the exclusive property of Texty. You will not copy, imitate, modify, alter, amend or use any of the intellectual property without our prior written consent. You will not attempt to reverse-engineer the product for any reason.

Eligibility

As a condition of being permitted to open a User Account, you represent and warrant that you are at least 18-years of age or older. You also must have an active Amazon "Professional Selling" Plan in order to use the Service. Additionally, you must complete the registration through MWS (Amazon Marketplace Web Service) and provide the proper credentials. By using the Service, you warrant that you have valid permission to access the Amazon Seller account for which you register.

Passwords and Account Access

Upon registration with Texty, you will provide Texty with a password to access your account. You are always responsible for maintaining the confidentiality of your password. You agree to immediately notify Texty of any suspected or actual unauthorized use of your User Account. You agree to waive all claims against Texty, and you agree Texty will not be liable under any circumstances for any cost, damages, loss, or expenses that may arise in the event the security of your account has been compromised, especially due to the failure by you to maintain the security of your password. In the

event there is a breach of security through your account, you must immediately change your password.

Privacy and Security

Your privacy and the security of your account is important to us. We use encryption on any areas of the site that contain sensitive information such as account credentials, order information, and other sensitive data. All payments are PCI compliant, and stored with the highest level of security, under the management of Stripe, Inc.

Fees and Payments

You agree to pay all fees associated with using the Service. All fees are in US Dollars. By providing a credit card, debit card, or other payment method accepted by Texty for your subscription to the Service, you are expressly agreeing that we are authorized to charge you a fee, matching your plan. You may purchase additional products or services from Texty, and Texty will charge the card on file. Before Texty charges a card on file, you will be informed at the point of order.

Texty's "Intro" plan is billed at \$49 per month, with 1,000 text credits per month. In the Intro plan, you will be billed an additional 2¢ per text message sent or received, on all texts that surpass the allotted monthly credits.

Texty's "Popular" plan is billed at \$99 per month, with 5,000 text credits per month. In the Popular plan, you will be billed an additional 1.5¢ per text message sent or received, on all texts that surpass the allotted monthly credits.

Texty's "Premium" plan is billed at \$299 per month, with 15,000 text credits per month. In the Premium plan, you will be billed an additional 1¢ per text message sent or received, on all texts that surpass the allotted monthly credits.

You must provide a valid credit card or debit card number acceptable to Texty, or by another payment option Texty provides to you in writing. If your payment and registration is not accurate, current or complete, and if you do not notify us promptly of any changes to such information, we may suspend or terminate your account and refuse any use of the Service. Payment will occur automatically on or about the day shown on the website. If your payment fails or is disputed, we may collect payment via other means including but not limited to collection agencies.

Refunds

Texty offers a guarantee that if certain conditions are met, you are entitled to a money-back refund. This guarantee is meant to be a risk-free way to try Texty, and so as long as the guarantee conditions are met, which are explicitly described on the Texty website (<https://txty.co>), the guarantee will be back by a money-back refund, as long as you contact support@txty.co to request the guarantee fulfillment. With exception to the Text Guarantee, Texty will not provide any refunds for any Services already provided. Texty will provide a refund for any User that prepays for something they have not used, as long as they contact support@txty.co to request the refund.

Cancellation & Termination

You may cancel your Texty subscription at any time by contacting support@txty.co. Texty reserves the right to cancel inactive accounts at our sole discretion and without notice.

Without limiting other remedies, we may limit, suspend, or terminate our Service and your account at our sole discretion, without notice, and for any reason in the event we think you are abusing our services, you fail to follow the terms and conditions of this Agreement, you are creating problems or potential legal liabilities, you are infringing on the intellectual property rights of us, any of our

affiliates, any third parties, or you are acting inconsistent with our policies or the spirit of our policies. In the event Texty limits, suspends, or terminates your account, all monies paid to Texty are nonrefundable.

Excessive Usage

Texty reserves the right to limit the number of resources used by your account if it deems, at its sole discretion, that an account is using excessive resources.

Monitoring Site Content and Service Use

Texty reserves the right, but not under obligation, to monitor use of the Service, and to investigate and take appropriate legal action against any party that uses the Service in violation of these Terms of Service or applicable law. Texty reserves the right to accept, reject, or modify User generated content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any User content.

Support

In the case of technical problems, please check the support provided by the Service or you may contact us at support@txty.co.

Indemnification

By accepting this Agreement, you irrevocably agree to indemnify, defend, and hold Texty and its affiliates, directors, officers, employees and agents harmless from all claims, judgments, costs, expenses, liabilities and attorney fees arising out of or related to (a) any third party claim resulting from a breach by you of any of your covenants, representations, or warranties contained in these Terms of Service and/or (b) your use of the Service.

Disclaimer of Warranty

Texty IS IN NO WAY LIABLE FOR LOSS OF CUSTOMER DATA. IN ADDITION, Texty DOES NOT GUARANTEE THE LENGTH OF THE SERVICE OR THAT THE SERVICE WILL ALWAYS BE ONLINE AND OPERATIONAL, AND TEXTY DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. Texty PROVIDES THE SERVICE "AS-IS", "WITH ALL FAULTS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. Texty EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY PERFORMANCE, QUALITY, ACCURACY AND EFFORT SHALL BE ENTIRELY WITH YOU.

Limitation of Liability

IN NO EVENT AND UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL TEXTY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF MATERIALS, LOSS OF CONTENT, LOSS OF GOODWILL, COSTS OF PROCURING SUBSTITUTE GOODS AND SERVICES, AND PROPERTY DAMAGE, THAT RESULT FROM: (A) THE USE OF, OR THE INABILITY TO USE, THE SERVICE; (B) THE CONDUCT OR ACTIONS, OF ANY USER OF THE Texty WEBSITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES; (C) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE.

IN THE EVENT TEXTY IS FOUND LIABLE, THE TOTAL LIABILITY OF Texty TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE SHALL UNDER NO CIRCUMSTANCES NOT EXCEED THE AMOUNT PAID BY YOU, TO Texty, IN THE PAST THREE (3) MONTHS.

Disclaimer & Terms of Use

By accessing and using the Services you are agreeing that you will use the Service in accordance with the Terms of Service (including but not limited to any terms of use, policies, plans, guidelines, and conditions) of a provider store, such as Amazon, Shopify, Walmart, eBay, including their partners, suppliers, and customers (collectively the "Provider"). You agree to accept full responsibility and liability for Provider compliance. You agree that you have full responsibility and liability: (i) of any content you submit to the Provider; (ii) of using, engaging, contacting, and soliciting Provider; (iii) for any infringement of any violation of Provider ownership rights, terms of use, terms of service, conditions, privacy policies, or any other similar terms or conditions that Provider may have. You agree to abide by any terms required by the Provider, and that you will not submit, offer links from, share, post or transmit through the Service any material or communications that violates or infringes the rights of others, or that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, obscene, pornographic, violent, indecent, invasive of another's privacy, contains viruses, Trojan horses, time bombs or any computer code, files or programs that destroy, or limit the functionality of any computer software, hardware, or otherwise permit the unauthorized use of a computer or network. You understand agree that the Service is provided on a personal, limited, non-exclusive bases for lawful use only, and that you will not reverse engineer, decompile, modify, adapt, reproduce, or help anyone else do any of the things prohibited herein. You agree to accept full responsibility and liability and indemnify Texty for any breach as stated herein.

Entire Agreement

Both parties agree that this Agreement is the complete, exclusive and entire agreement and 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. The section headings and titles in these Terms and this Agreement are for convenience only and have no legal or contractual effect.

Choice of Law and Forum

The enforcement of this agreement shall be interpreted under the laws of Idaho. Texty and you agree to submit to the exclusive jurisdiction of the courts located in Coeur d'Alene, Idaho.