

Welcome to the Secure Text App website, (the “Site”). The Site is a copyrighted work belonging to Secure Text App, LLC., a Pennsylvania corporation (“Secure Text App”). Secure Text App grants you the right to use the Site subject to the terms and conditions (“Terms”) set forth below.

PLEASE REVIEW THESE TERMS CAREFULLY BEFORE USING THE SITE

THE TERMS OF THIS AGREEMENT (“AGREEMENT”) SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE. THIS AGREEMENT IS ACCEPTED BY YOUR ACCESSING, DOWNLOADING, AND/OR USE OF THE SITE. YOU MAY NOT USE THE SITE OR ACCEPT THE AGREEMENT IF (I) YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT, OR (II) YOU ARE PROHIBITED BY LAW FROM RECEIVING OR USING THE SITE.

BY ACCESSING, DOWNLOADING, OR USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU ACCESS, DOWNLOAD, OR USE THE SITE ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF SUCH COMPANY, ENTITY, OR ORGANIZATION WITH THE AUTHORITY TO BIND IT TO THE AGREEMENT. IF YOU DO NOT AGREE WITH ALL PROVISIONS OF THIS AGREEMENT, PLEASE DO NOT ACCESS, DOWNLOAD, OR USE THE SITE.

By using the Site, you agree to comply with and to be bound by these Terms, and the terms set forth in Secure Text App’s Privacy Policy, which can be found at SecureTextApp.com.

We reserve the right to change these Terms at any time at our sole discretion. By using the Site after any such change, you agree to comply with and to be bound by these Terms as changed. Secure Text App reserves the right at any time and for any reason, with or without notice, to: (1) modify, suspend, interrupt or terminate operation of or access to the Site, or any portion thereof; and (2) modify or change the Site and the applicable terms and policies.

USE OF THE SITE

Subject to the Terms, you may view and access the Site solely for the purpose of using the Site as an applicant for employment, a current or potential customer, current or potential business partner, or current or potential investor in Secure Text App, and not to compete with Secure Text App.

WHAT YOU CANNOT DO THROUGH THE SITE

In addition to other limitations set forth in these Terms, by using the Site, you agree not to: (1) use any data mining, robots, or similar data gathering and extraction methods in connection with the Site; (2) interfere with the operation of the Site or with any other person’s use of the Site; (3) impose an unreasonable burden on the Site or network; (4) breach, or attempt to breach, the security of the Site; (5) gain unauthorized access to the Site or any part thereof; (6) use the Site for any purpose that is beyond the scope of the Site’s expected use, illegal or prohibited by these Terms; (7) solicit any activity, unlawful or otherwise, that infringes Secure Text App’s rights or the rights of any other

party; and (8) use the Site to transmit: spam, junk email, bulk email, promotions, or other solicitations, content that includes any advertising or marketing materials; content that may be deemed unlawful, threatening, harassing, racist, abusive, libelous, pornographic, vulgar, defamatory, obscene, indecent, or otherwise inappropriate, including any messages constituting or encouraging criminal conduct; content that violates or infringes on our legal rights or copyrights, or the legal rights or copyrights of others; or viruses, bugs, worms, or any other computer code that may harm a network, computer, server, hardware, software, or telephone equipment.

SECURE TEXT APP SERVICES & SOFTWARE

If you use, access or download any of Secure Text App's software or services, you will be subject to the terms of Secure Text App's End User License Agreement, which can be found at SecureTextApp.com.

USER SAFETY & USER AGE RESTRICTION

Although Secure Text App cannot guarantee user safety, Secure Text App seeks to be responsive to your concerns. If you are aware of or have been the recipient of threatening, harassing, racist, abusive, libelous, pornographic, vulgar, defamatory, obscene, indecent, or otherwise inappropriate messages through the Site, then please send a brief description of your concerns to support@securetextapp.com.

The Site shall not be used by any person under the age of 13, and by using the Site you are warranting that you are 13 years of age or older. Secure Text App also strongly recommends that children ages 13 through 17 consult their parents or legal guardians before using the Site. If you believe a child under the age of 13 is using the Site, please send all pertinent information to support@securetextapp.com.

ACCOUNT SECURITY

If you enter data through the Site, you agree to provide accurate and truthful information about yourself and to keep your account current. You are responsible for any activity that occurs under your account and you are entirely responsible for the security and secrecy of your account login information and for all activity that occurs on your account as a result of your failure to maintain the security or secrecy of your account login information. You agree to notify Secure Text App immediately of all unauthorized use of your account and if the security or secrecy of your account login information has been compromised. You also agree to notify Secure Text App immediately if any information affecting your account or the delivery of the services changes, including, without limitation, changes in personnel, phone number changes, and email address changes. You may be held responsible for any losses incurred by Secure Text App or any other user of the Site that are in any way related to your failure to maintain the security of your account information.

INTELLECTUAL PROPERTY

Unless otherwise stated, all intellectual property, materials, works, software, code and other functions used in conjunction with the Site, including, but not limited to, text, graphics, images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear as part of the Site, as well as their selection and arrangement and "look and feel" (collectively, the "Content") are protected by copyright,

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Further, we are not responsible for any third party websites accessed through the Site, and you should review the terms of use and policies of any website to which you navigate from the Site. If you decide to leave the Site and access third party websites or content, you do so at your own risk and you should be aware that our terms and policies no longer govern. To the extent the Site contains links to outside services and resources, you acknowledge that: (1) Secure Text App is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites; and (2) Secure Text App is not responsible for any other form of transmission received from any linked site. Secure Text App provides these links to you only as a convenience, and the inclusion of any link does not imply our approval or endorsement. Any issues or concerns regarding any such site should be directed to the owner or operator of that site.

"Secure Text App" and other Secure Text App graphics, logos, designs, page headers, button icons, scripts and Site names are trademarks in the United States and other countries. Our trademarks and trade dress, as well as third-party trademarks, logos and Site marks contained on the Site, may not be used in connection with any product or Site in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Secure Text App or such third party that may own the mark.

NOTICE OF COPYRIGHT INFRINGEMENT

If you believe in good faith that information contained on the Site infringes your copyright, please provide us with written notification as set forth below. We will review all claims of copyright infringement received and remove content that we deem, in our sole discretion, to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:

- A clear description or identification of the copyrighted work that you claim was infringed;
- A clear description or identification of the material you claim infringes the copyrighted work and information reasonably sufficient to allow us to locate the material on the Site (e.g., a link to the material you claim is infringing);
- Your contact information, preferably including an email address and telephone number;
- Include the following or similar statement: "I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
- Include the following or similar statement: "I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed."
- The notice must be signed by the owner or the person authorized to act on its behalf.
- Secure Text App's designated agent to receive and act on copyright violations under the Digital Millennium Copyright Act (DMCA) may be contacted at: support@securetextapp.com or Secure Text App, Attn: Copyright Claims, 78 N. Pennsylvania Ave Morrisville, PA 19067. We will review and address all notices that comply with the requirements set forth above. Please do not send any correspondence unrelated to claims of copyright infringement as they will not be responded to.

PLEASE NOTE THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO SIGNIFICANT CIVIL PENALTIES, WHICH MAY INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION.

In accordance with the DMCA, Secure Text App has adopted a policy of terminating account holders who are deemed to be repeat copyright infringers.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Secure Text App, its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers from and against any and all claims, charges, complaints, damages, losses, liabilities, costs and expenses (including attorneys' fees) due to, arising out of or relating in any way to your use of, or access to, the Site.

DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, THAT THE FUNCTIONS CONTAINED IN OR PERFORMED BY THE SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY UPDATE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS SITE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. YOU FURTHER ACKNOWLEDGE THAT THE SITE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAY OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SITE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR AN APPROVED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SITE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, IF APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

Except where prohibited by law, in no event will Secure Text App its officers, shareholders, predecessors, successors in interest, directors, employees, agents, subsidiaries, affiliates, licensors and suppliers be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages that result from: (1) the use of, or inability to use, the Site; (2) the performance of the Site; or (3) the conduct of other users of the Site, even if Secure Text App has been advised of the possibility of such damages. You assume total responsibility for your use of the Site. Your only remedy against Secure Text App for dissatisfaction with the Site is to stop using the Site. If, notwithstanding the terms herein, Secure Text App is found liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site, Secure Text App's liability shall in no event exceed \$100 US Dollars. In addition to the foregoing limitations of liability, you agree that you will not join any claim against Secure Text App with the claim of any other person or entity in a lawsuit, arbitration or other proceeding; that no claim you have against Secure Text App shall be resolved on a classwide basis; and that you will not assert a claim in a representative capacity against Secure Text App on behalf of anyone else.

CONTROLLING LAW AND SEVERABILITY

This Agreement shall be construed in accordance with the laws of the commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the

commonwealth of Pennsylvania, County of Buck. If a court of competent jurisdiction finds any provision or portion of these terms and conditions unenforceable, the remainder shall continue in full force and effect.

NOTICE

Any notice required or permitted to be given in accordance with this Agreement shall be in writing. Notices to Secure Text App shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to: Secure Text App, Inc., 78 N. Pennsylvania Ave Morrisville, PA 19067, U.S.A., Attention: General Counsel. For contractual purposes, you consent to receive communications from Secure Text App electronically. Notices sent to you shall be sent by personal delivery, electronic mail, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to the address listed on your account. All notices will be deemed given: (i) when delivered personally; (ii) 24 hours after electronic mail is sent, unless Secure Text App is notified that the email address is invalid; (iii) five (5) days after having been sent by registered or certified mail, (or ten (10) days for international mail; or (iv) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section.

EQUITABLE RELIEF

The parties agree that a material breach of this Agreement adversely affecting Secure Text App's intellectual property rights in the Site may cause irreparable injury to Secure Text App for which monetary damages would not be an adequate remedy and Secure Text App shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

[End of Website Terms of Service]