

# RAZ Mobile / Donor Terms of Use

*Effective December 13, 2012*

The www.razmobile.com website, and any sub-domains or affiliated or derivative websites on which these Terms of Use are posted, are owned and operated by RAZ Mobile LLC, a Kansas limited liability company (“RAZ Mobile”). RAZ Mobile has adopted these Terms of Use (“Terms of Use” or “Agreement”) to make you aware of the terms and conditions of your use of the www.razmobile.com website, any sub-domains, any mobile website, any mobile application and any affiliated or derivative websites on which these Terms of Use are posted and any Content (defined below) or other services that are offered or provided via the aforementioned websites (collectively, the “Website”). In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or “user” shall include such entity or person in addition to you, and your acceptance of this Agreement shall constitute acceptance on behalf of such entity or person. These Terms of Use apply to those persons who provide donations and/or payments to entities that utilize the Website for the processing of said donations and/or payments.

RAZ Mobile reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Website following the posting of changes to these Terms of Use will constitute your acceptance of those changes.

BY USING OR OTHERWISE ACCESSING THE WEBSITE, CREATING, REGISTERING OR ACCESSING AN ACCOUNT, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE, PROCESSING PAYMENTS OR ACCESSING THE DONOR SERVICES (DEFINED BELOW), OR MANIFESTING YOUR ASSENT TO THESE TERMS OF USE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR OTHERWISE ACCESS THE WEBSITE OR THE DONOR SERVICES, CREATE, REGISTER OR ACCESS AN ACCOUNT, POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEBSITE OR PROCESS ANY PAYMENTS VIA THE WEBSITE.

## **General Terms of Use and Restrictions on Use**

RAZ Mobile hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Website to provide donations and/or payments to entities that utilize the Website for the processing of said donations and/or payments solely for your noncommercial, personal use or the internal business needs of the entity of which you are an authorized representative, as the case may be, subject to your agreement to, compliance with and satisfaction of these Terms of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by RAZ Mobile. If you do not comply with the Terms of Use at any time, RAZ Mobile reserves the right to revoke the aforementioned license, limit your access to the Website or restrict your ability to post or download Content or make use of any payment processing, donation and/or transfer services (the “Donor Services”). You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Website. You may not obscure or remove any proprietary rights notices contained in or on Content. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Website, the Donor Services or any parts related to the Website or the Donor Services.

RAZ Mobile may discontinue or alter any aspect of the Website, remove Content from the Website, disable or alter functionality of the Website or the Donor Services, restrict the time the Website or the Donor Services are available or restrict the amount of use permitted at RAZ Mobile’s sole discretion and without prior notice or liability. You agree that RAZ Mobile may suspend your account and/or your access to the Website, the Donor Services, or any part thereof, at any time and for any reason. You further agree that such measures shall be taken in RAZ Mobile’s sole discretion and without liability to you or any third party.

For purposes of these Terms of Use, references to “post” or “posting” shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information and references to “transaction” shall refer to any manner of transfer of value from one individual or entity to another individual or entity.

## **Donor Accounts**

To receive access to certain aspects of the Website and make use of the Donor Services, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a personal, 4 digit PIN or other secure passcode that, when combined with your mobile number, comprises a secure username and password combination. This

account is personal to you, and you will not share it or allow any other person to utilize your account. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify RAZ Mobile in the event (a) your registration information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process.

### **Donation Services**

When you send, donate or otherwise transfer value to recipients identified by you (“Recipients”) via the Website (a “Donation”), the Recipient is not required to accept it. You agree that you will not hold RAZ Mobile liable for any damages resulting from a Recipient's decision to not accept a Donation made through the Donor Services. RAZ Mobile collects a service charge from your intended organization for the transaction processing, payment processing, website hosting, website upkeep, validation of Recipients and other services it provides.

The Donor Services allow you to select Recipients and fund Donations via credit card or other authorized transaction method, via either RAZ Mobile or its designated third-party payment processor (“Payment”). Such Payments are then transferred to the accounts of the Recipients. RAZ Mobile may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your Payment, and its processing, is subject to any additional terms and conditions imposed by such third-party payment processors. The Donation amount and applicable fees or taxes, if any, shall be applied to your chosen method of payment upon submission of your Payment. By making such Payments, you hereby agree that RAZ Mobile has no responsibility, and shall have no liability, for any claim related to your Payments on such third-party websites or your Donation to a Recipient. The availability of the Donor Services altogether and the availability for specific Recipients is subject to change and/or discontinuance.

When you make a Payment, you are providing RAZ Mobile with authorization to process your Payment and complete the transaction. The Payment may be held by RAZ Mobile until the final processing of your Payment. The processing of some transactions may be delayed for a variety of reasons, including the pending authorization and validation of Recipients’ credentials and approval as a qualifying Recipient. In such an instance, any such authorization for the processing of your Payment will remain valid for up to thirty (30) days after you provide it.

You are responsible for confirming the accuracy of the information you provide about each Payment you send, specifically including, without limitation, the identifying information of the Recipient and the amount of any Payment you submit. RAZ Mobile will endeavor to identify and correct errors when and where possible, but RAZ Mobile is not able to verify the accuracy of your selection of intended Recipient; therefore, you are solely responsible for the accuracy of all information submitted.

It is your responsibility to determine what, if any, tax implications apply to the Payments you make, and it is your responsibility to collect, report and remit the correct tax information to the appropriate taxing authorities. RAZ Mobile is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You acknowledge that RAZ Mobile may report to the appropriate taxing authority the total amount of Payments you process.

You agree that you will not receive interest or other earnings on the funds that RAZ Mobile handles as your agent. In consideration for your use of the Donor Services, you irrevocably transfer and assign to RAZ Mobile any ownership right that you may have in any interest that may accrue on funds held in pooled accounts awaiting final distribution to Recipients. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants RAZ Mobile any ownership right to the principal of the funds you maintain with RAZ Mobile.

You may submit messages to Recipients via the Website. By submitting such messages via the Website, you hereby grant to RAZ Mobile a limited, transferable, nonexclusive, worldwide, perpetual, royalty-free and fully-paid license to use, reproduce, publish, display and distribute such messages.

In the event agree to have RAZ Mobile store your payment information for future donations, you hereby grant RAZ Mobile a limited, transferable, nonexclusive, worldwide, revocable, royalty-free and fully-paid license to provide such information to Recipients with which you have developed or will develop a relationship in order to process your Donations and/or Payments. RAZ Mobile shall use industry standards to securely protect such information.

## **Refunds and Disputing Charges**

All donations processed by RAZ Mobile are processed directly to the Recipient's merchant account. The statement for your credit card or other accepted method of payment will reflect a single payment to the Recipient, which will be specifically identified by name. RAZ Mobile will not process credits or chargebacks to Recipient's merchant account on your behalf. You must directly contact your credit card or other payment method provider to request a refund or dispute any charges.

## **RAZ Mobile Intellectual Property**

Unless otherwise specifically noted in these Terms of Use, images, trademarks, service marks, logos and icons displayed on the Website, including, without limitation, RAZ Mobile™, are the property of RAZ Mobile and/or its licensors and may not be used without RAZ Mobile's prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Website, including all Content, is the copyrighted property of RAZ Mobile and/or its licensors, and may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these Terms of Use. Any unauthorized use of any Content, whether owned by RAZ Mobile or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found in the Website or any part thereof or grant any other person or entity the right or access to do so.

## **Content**

You acknowledge that the Website may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by RAZ Mobile or third parties (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other intellectual property laws, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed.

Content posted by users via the Website is the intellectual property of the specific users of the Website who post such Content and their licensors, if any. RAZ Mobile does not claim any ownership rights in such Content posted by its users. RAZ Mobile does not generally monitor or otherwise remove such Content after it is posted on the Website by its users except under certain limited circumstances as required or permitted by law or otherwise in the sole discretion of RAZ Mobile.

## **Mobile Alerts & Updates**

RAZ Mobile clients may from time to time send mobile update messages ("Mobile Alerts") to those donors who have opted to receive mobile alerts and join their mobile network. This SMS service is operated by RAZ Mobile and supported by AT&T, Alltel, Boost, Cellular One Dobson, Sprint, Nextel, T-Mobile, US Cellular and Verizon Wireless. Messages and data charges may apply, and are your sole responsibility. Please contact your wireless carrier for pricing details if you have any questions regarding your plan's specific rates.

You agree that use, access or receipt of our Mobile Alerts is at your own discretion and risk, and that you will be solely responsible for any damage to your mobile device and any injury and/or loss of data that results from the use of our Mobile Alerts or from your inability to access or receive our Mobile Alerts.

In the event that you wish for Mobile Alerts to stop from any RAZ Mobile client, you can simply text "STOP" to the relevant mobile number, or follow any other opt-out instructions disclosed in connection with the relevant campaign, and future messages will be terminated from that specific number.

## **RAZ Mobile's Privacy Policy**

RAZ Mobile collects, stores and uses data collected from you in accordance with RAZ Mobile's general Privacy Policy, located at [www.razmobile.com/legal](http://www.razmobile.com/legal). The terms and conditions of this privacy policy are hereby expressly incorporated into these Terms of Use.

## **Links**

The Website may provide, or third parties may provide, links to other websites or resources on the Internet. Because RAZ Mobile has no control over such websites or resources, you acknowledge and agree that RAZ Mobile is not responsible for the availability of such external websites or resources, and RAZ Mobile does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. You further acknowledge and agree that RAZ Mobile shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such website or resource. RAZ Mobile strongly encourages you to review any separate terms of use and privacy policies governing use of these third-party websites and resources.

## **User Representations**

You hereby represent and warrant to RAZ Mobile that: (a) you (i) have reached the age of majority in the jurisdiction where you reside (generally 18, 19 or 21 years of age depending on the jurisdiction), (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence, or (iii) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to RAZ Mobile is truthful, accurate and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to RAZ Mobile or its third-party payment processor for Payments processed via the Donor Services and the Website; (d) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Website, the Donor Services, Content or any part thereof; (e) you have provided and will maintain accurate and complete registration information with RAZ Mobile, including, without limitation, your legal name, email address and any other information RAZ Mobile may reasonably require; (f) your access to and use of the Website, the Donor Services or any part thereof and/or processing of any Payments will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify RAZ Mobile in the event that you learn or suspect that your registration information, username or password has been disclosed or otherwise made known to any other person; (h) you will not use the Website in order to gain competitive intelligence about RAZ Mobile, the Website or any subscription or service offered via the Website or to otherwise compete with RAZ Mobile or its affiliates; and (i) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

For all Donations made on the Website, you agree that you: (i) will not use an invalid or unauthorized credit card or other payment method to make a Payment; (ii) are solely responsible for selecting the correct Recipient to receive Donations; and (iii) all Donations are made as unrestricted gifts to the entity of your choice and that such funds may not be specified for any particular purpose or limited in any way.

## **Prohibited Uses**

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Website or any part thereof which includes, without limitation: (a) use of the Website to post, store or disseminate material or information that is, or to a reasonable person may be, false, fraudulent, unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (b) use of the Website to post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Website to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Website, to restricted portions of the Website, to Content, or any other computer network or equipment; (d) use of the Website to post, store or disseminate viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Website to post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation; (f) use of the Website to engage in any activity that, as determined by RAZ Mobile, may intentionally or unintentionally violate these Terms of Use, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Use; (g) use of any manual or automated software, devices or other processes to "crawl" or "spider" any web pages contained in the Website (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Website); (h) use of the Website to gain competitive intelligence about RAZ Mobile, the Website or any product or service offered via the Website or to otherwise compete with RAZ Mobile or its affiliates; (i) framing or otherwise simulating the appearance or functions of the

Website or any portion thereof; or (j) harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information of other users.

### **Disclaimer**

RAZ Mobile uses reasonable efforts to maintain the Website and the Donor Services, but RAZ Mobile is not responsible for any defects or failures associated with the Website or the Donor Services, any part thereof, any Content posted using the Website or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Website may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which RAZ Mobile may undertake from time to time, (c) delays in processing of Payments by third-party processors or (d) causes beyond the control of RAZ Mobile or which are not foreseeable by RAZ Mobile.

RAZ Mobile does not control the Content posted by its users, nor does it have any obligation to monitor such Content for any purpose. Despite the fact that it has no monitoring obligations, RAZ Mobile reserves the right to remove any and all material that it feels is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may otherwise violate these Terms of Use. Because such Content is provided by other users, and because RAZ Mobile does not monitor or exercise control over such Content, RAZ Mobile does not make any warranties or representations regarding any of the Content posted by its users or the quality thereof.

RAZ Mobile does not necessarily approve, endorse, sanction, encourage, verify or agree with any message posted by its users or otherwise embodied in the Content. You understand that by using the Website, you may be exposed to Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable, and that in no way shall RAZ Mobile be liable under any theory for such exposure.

Although RAZ Mobile provides a network of non-profit organizations and charities to which you can make mobile donations, RAZ Mobile makes no representation as to whether all, or any portion, of a Donation is able to be excluded or deducted on your or any other tax return. RAZ Mobile will have no liability or responsibility for any claim by any federal, state, local, foreign or any other taxing authority with respect to the characterization of any Donation made by you. You should consult with a tax advisor regarding the implications and treatment of all or any portion of your Donation.

All transactions are between you and such applicable Recipients or other third parties, and RAZ Mobile shall not be liable for your interactions with any Recipient or other third party on or through the Website or the Donor Services. RAZ Mobile has no obligation to become involved in any dispute between you and a Recipient or other third party, and shall not be liable for any damage or loss incurred by you, a Recipient or other third party.

### **PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WEBSITE, THE DONOR SERVICES, ANY CONTENT, AND ANY PRODUCTS OR OTHER SERVICES OFFERED VIA THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, RAZ MOBILE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITATION, RAZ MOBILE MAKES NO WARRANTY THAT THE WEBSITE, THE DONOR SERVICES, AND ANY CONTENT, PRODUCTS OR OTHER SERVICES PROVIDED VIA THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE AND THE DONOR SERVICES WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR THE DONOR SERVICES IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH THE WEBSITE OR THE DONOR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT RAZ MOBILE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE

LOSSES (EVEN IF RAZ MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, THE DONOR SERVICES, ANY CONTENT, OR ANY PRODUCTS OR OTHER SERVICES PURCHASED OR OBTAINED VIA THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEBSITE, THE DONOR SERVICES, ANY CONTENT OR THE PURCHASE OR OBTAINMENT OF RAZ MOBILE'S PRODUCTS OR OTHER SERVICES. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR THE DONOR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEBSITE AND THE DONOR SERVICES AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL RAZ MOBILE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE OR THE DONOR SERVICES OR PURCHASING ANY OF RAZ MOBILE'S PRODUCTS, OTHER SERVICES OR ANY AMOUNT OF FEES RETAINED BY RAZ MOBILE FROM YOU FOR PROVIDING THE DONOR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to defend, indemnify and hold harmless RAZ Mobile, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Website, the Donor Services or any part thereof, (b) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (c) infringement or misappropriation of any intellectual property or other rights of RAZ Mobile or third parties by you, (d) any negligence or willful misconduct by you, (e) any other claim related to your performance under this Agreement, or (f) your use of any Content, products or services provided by RAZ Mobile or obtained via the Website.

### **Term and Termination**

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that in addition to any other method of termination or suspension provided for in this Agreement, RAZ Mobile reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. You agree that RAZ Mobile may immediately suspend your account and/or your access to the Website, the Donor Services or any part thereof, at any time and for any reason, at RAZ Mobile's sole discretion and without prior notice or liability. RAZ Mobile may also, in its sole discretion and at any time, discontinue providing the Website, the Donor Services, any part of either the Website or the Donor Services, any Content or any products or services advertised thereon, with or without notice. Further, you agree that RAZ Mobile shall not be liable to you or any third party for any termination or suspension of your access to the Website, the Donor Services, or any part thereof, removal of Content or sale of any other services. You may terminate this Agreement at any time by immediately discontinuing all access to the Website and the Donor Services and by providing notice to RAZ Mobile of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which RAZ Mobile may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Website, the Donor Services and any Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

### **Governing Law and Other Miscellaneous Terms**

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against RAZ Mobile, and RAZ Mobile shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to RAZ Mobile that would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that RAZ Mobile has the right to enforce the provisions of this Agreement by injunction (without

necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies RAZ Mobile may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by, and construed and enforced in accordance with the laws of Kansas, without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEBSITE, ITS USE, THESE TERMS OF USE, ANY SALE OR ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF RAZ MOBILE, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JOHNSON COUNTY OR WYANDOTTE COUNTY, KANSAS, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM). IN ANY SUCH SUIT, ACTION OR PROCEEDING, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Website, the Donor Services, and any Content, products and services offered via the Website or the Donor Services, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Website, the Donor Services, and any Content, products and services offered via the Website or the Donor Services. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

RAZ Mobile makes no representation that the Website, the Donor Services, Content or other material or information on the Website is appropriate to or available in locations outside of the United States. You may not use the Website or export Content or other material or information on the Website in violation of United States export laws, regulations or restrictions. If you access the Website from outside of the United States, you are responsible for compliance with all applicable laws.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

### **Copyright and Copyright Notices**

RAZ Mobile respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide RAZ Mobile's Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact RAZ Mobile's Copyright Agent for Notice of Claims of copyright infringement at: [copyright@razmobile.com](mailto:copyright@razmobile.com). Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

Counter-Notice. If you believe that the Content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the Content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court exercising jurisdiction over Johnson County or Wyandotte County, Kansas and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, RAZ Mobile may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the person providing such Content, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at RAZ Mobile's sole discretion.