

Names and Numbers – 5STAR Mobile Marketing Web Site Terms of Service

K.W. Brock Directories, Inc., d/b/a Names and Numbers and 5STAR Mobile Marketing (hereinafter "5STAR MOBILE"), is committed to enforcing the policies outlined in these Terms of Service as found on its web site located at <http://www.5starmobile.net> (referred to as the "Site"). Before you use this site, please read these terms carefully as they govern your use of the services provided at 5STAR MOBILE (the "Services"). By using the Services you agree to the Terms of Service set forth below, as Names and Numbers may update them from time to time. 5STAR MOBILE may modify or terminate the Services from time to time, for any reason, and without notice, without liability to you, any other user or any third party, provided that when 5STAR MOBILE does so, it will update these Terms of Service. You are advised to periodically check the website for changes in the Terms of Service.

Purpose and Description of Services

5STAR MOBILE provides businesses with a means of publishing information that can be retrieved from mobile phones (referred to as "text marketing"). If you purchase a text marketing package from Names and Numbers, you will be allowed to choose a unique keyword and create an account to associate with it. The use of such keyword in the 5STAR MOBILE service, along with use of such keyword in conjunction with 5STAR "call-to-action" decals provided by 5STAR MOBILE, does not grant you ownership of such keyword or said decal. Names and Numbers and 5STAR MOBILE retain ownership of all keywords in its service and might change the keyword associated with your account at any time. In such an event, 5STAR MOBILE would provide you with an alternative keyword and decal. 5STAR MOBILE may determine, in its sole discretion, to limit the use of the Services, add data storage limitations, charge or 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 5STAR MOBILE shall have no liability stemming from such changes. Any additions or modifications to the Services shall be in the sole discretion of 5STAR MOBILE 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. 5STAR MOBILE 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 5STAR MOBILE. By using the Services you agree that 5STAR MOBILE 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." 5STAR MOBILE attempts to maintain a website that is absent of offensive, indecent or objectionable Content. You understand that by using 5STAR MOBILE, you may be exposed to this Content. Under no circumstances will 5STAR MOBILE 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 5STAR MOBILE.

Types of Service

5STAR MOBILE offers a paid premium text messaging service for small businesses priced on a per storefront/region basis (i.e. location-based).

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 (as defined below) that is unlawful, obscene, harmful, threatening, defamatory, or hateful, or that contains objects or symbols of hate, invades the privacy of any third party, contains 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. (e) Promote another text messaging service - or any other commercial venture - that is competitive with the Service. 5STAR MOBILE 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, 5STAR MOBILE reserves the right to share any information with any third party. In addition, 5STAR MOBILE 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.

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 5STAR MOBILE. If 5STAR MOBILE determines that it has collected personal information of children under the age of 13, 5STAR MOBILE will immediately delete such information. You are solely responsible for all security information relating to your account, and are fully responsible for all activities that occur under your password or account. The 5STAR MOBILE Privacy Policy also governs use of the Services. If you are between the ages of 13 and 18 and you use our Services, you promise and agree that you have your parent's permission to use the Services.

Trademarks and Copyrights

All trademarks, brands, and service marks (including 5STAR decals) used in conjunction with the Services by 5STAR MOBILE shall be the property of Names and Numbers and 5STAR MOBILE. Names and Numbers and 5STAR MOBILE 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 5STAR MOBILE. Permission for use of such content must be obtained from the copyright owner. 5STAR MOBILE 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, you grant to 5STAR MOBILE 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.

Copyright Infringement

5STAR MOBILE respects the intellectual property rights of others. However, you agree that 5STAR MOBILE is not responsible for any violations of any intellectual property rights in any User Content. If you believe that another party has infringed your intellectual property rights, please contact 5STAR MOBILE at 5star-support@namesandnumbers.com.

Please provide: (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) A description of the copyrighted work or other intellectual property that you claim has been infringed; (c) A description of where the material that you claim is infringing is located on the site; (d) Your address, telephone number, and email address; (e) 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; (f) A statement by you, made under penalty of perjury, that the above information provided by you is accurate and that you are the copyright or intellectual property owner, or authorized to act on the copyright or intellectual property owner's behalf.

Upon receiving your complaint, 5STAR MOBILE may, in its sole discretion, remove the User Content that you believe infringes your copyright. In addition, 5STAR MOBILE may terminate the account of the user who appears to be infringing your intellectual property rights.

Disclaimer of Warranty and Limitations of Liability

5STAR MOBILE 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 5STAR MOBILE 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 5STAR MOBILE 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.

5STAR MOBILE USERS: YOU AGREE THAT THE AGGREGATE LIABILITY OF 5STAR MOBILE TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE SITE OR SERVICES IS LIMITED TO LOWER OF THE AMOUNTS YOU HAVE PAID TO 5STAR MOBILE DURING THE THREE MONTH PERIOD PRIOR TO SUCH CLAIM, FOR ACCESS TO AND USE OF THE SITE OR SERVICES, OR FIFTY DOLLARS (\$50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN 5STAR MOBILE AND YOU.

Indemnification

You agree to defend, indemnify, and hold harmless 5STAR MOBILE and its subsidiaries and other affiliated companies, and their employees, officers, directors, contractors, agents, licensors, and suppliers, from all liabilities, losses, damages, claims, costs, and expenses, including reasonable attorney's fees, that arise from (i) use or misuse of the Services or any person to whom you have granted access to the Services, (ii) your violation of any of these Terms of Service, or (iii) any other activity related to your account (including negligent or wrongful conduct). 5STAR MOBILE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you, in which event you will cooperate with 5STAR MOBILE and its counsel in the conduct of such defense.

Forum and Choice of Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, 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 the federal courts located in the State of California, or state courts located in the county of San Francisco 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.

Entire Agreement

These Terms of Service constitute the entire agreement between you, the user, and 5STAR MOBILE with respect to the subject matter contained herein and supersedes any other agreement, proposals, and communications, written or oral, between 5STAR MOBILE and you with respect to the subject matter hereof. If a court should find that one or more rights or provisions contained in these Terms of Service are invalid, you agree that the remainder of

the Terms of Service shall be enforceable.

Mobile Terms and Conditions

(For example purposes, “JOESPIZZA” will represent a keyword used by a fictitious business called Joe’s Pizza.)

5STAR MOBILE for Joe’s Pizza is a standard rate subscription SMS service that allows users to opt-in to Joe’s text marketing campaign to receive deals (coupons), promos, and other info from Joe’s Pizza. Users will see the “Call-to-Action” (CTA) on a decal promoted by Joe’s, as well as through other text-based forms of advertising. CTA will instruct users to “Text JOESPIZZA to 5STAR (57827)” to receive deals (coupons), promos, and other info from Joe’s Pizza. Program is a standard rate subscription service. Message and data rates may apply.

Opt-Out: You can cancel your receipt of Joe’s text marketing service by sending **JOESPIZZA STOP** to 5STAR (57827).

To receive information about the service you can text **HELP** to 5STAR (57827) or email us at 5star-support@namesandnumbers.com. **You will not receive any unsolicited messages from the 5STAR short code.**

Message and data rates may apply according to your specific cellular plan or prepaid conditions. Available for the following carriers in the US: to Alltel, AT&T, Boost Mobile, CellCom, Cellular One, Cellular South, Cincinnati bell, nTelos, Nextel, Sprint, T-Mobile, US Cellular, Verizon Wireless, and Virgin Mobile.