

Website Terms and Conditions

Welcome to the Qtags website (the "Site"). Qtags LLC ("QTAGS") and its affiliates provide this Site and various services ("Services") to you subject to the following terms and conditions ("Terms and Conditions").

Please read these Terms and Conditions carefully before using this Site or the Services. Please note that, from time to time and at its sole discretion, QTAGS may amend the Terms and Conditions, with or without notice. If the Terms and Conditions change, we will always post the revised Terms and Conditions on the Site. The then-current Terms and Conditions posted the Site will always be deemed to be the governing terms and conditions for the use of our Site and our Services. We encourage you to review the Terms and Conditions regularly for any changes. You may view a printable version of the Terms and Conditions by clicking on the link immediately below.

BY USING OUR SITE OR OUR SERVICES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS WITHOUT ANY AMENDMENT OR CHANGE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE OUR SITE OR OUR SERVICES. YOUR CONTINUED USE OF OUR SITE OR OUR SERVICES FOLLOWING THE POSTING OF ANY CHANGES TO THE TERMS AND CONDITIONS WILL MEAN YOU AGREE TO AND ACCEPT SUCH CHANGES.

Children Under the Age of 13

QTAGS is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 may not use this Service unless their parent creates a user account on their behalf.

IF YOU ARE UNDER THE AGE OF 13, PLEASE ASK YOUR PARENT TO CREATE A USER ACCOUNT ON YOUR BEHALF.

If you are a parent who wishes to allow your child under the age of 13 to use the Services, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the user account. By creating a user account for your child, you also give your child permission to use the Services and access directed marketing messages and other communications from various advertisers as well as links to the advertiser's Sites ("Advertiser Content"). Please remember that the Services are designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and Advertiser Content are appropriate for your child.

Services Provided

QTAGS has developed and owns a proprietary marketing system that, along with related proprietary technology and software, can link a text message received from a cellular telephone to a directed marketing message and/or advertisement that can be accessed by the end user either online or using the short message service capability of certain cellular telephones (the "System").

Upon your request (initiated by you sending a text message with an advertiser's keyword), QTAGS will provide you with the directed marketing messages and other communications from such advertiser, and in some cases, a link to the advertiser's website (collectively, "Advertiser Content"). In addition, QTAGS will provide you with a user account, in which you can store and access such Advertiser Content at a later date. QTAGS does not control the Advertiser Content and, as such, does not in any way guarantee or make any representations or warranties regarding the accuracy, integrity or quality of such Advertiser Content. You understand that by using the Service, you may be exposed to Advertiser Content that is offensive, indecent or objectionable. Under no circumstances will QTAGS be liable in any way for any Advertiser Content, including, but not limited to, for any errors or omissions in any Advertiser Content or for any loss or damage of any kind incurred as a result of the use of or reliance on any Advertiser Content.

QTAGS reserves the right to establish general practices and limits concerning the Services and user accounts at any time (and may modify such practices and limits at its sole discretion), including without limitation the maximum number of days that the Advertiser Content will be retained in the user account and the maximum amount of disk space that will be allotted on QTAGS' servers on your behalf. Without limiting the foregoing, you agree that QTAGS shall have no responsibility or liability for the deletion or failure to deliver or store any Advertiser Content, regardless of whether such deletion or failure was due to the established practices or limits of the Services or as a result of error, intentional misconduct, or negligence of QTAGS.

You acknowledge that QTAGS reserves the right to eliminate user accounts that are inactive for an extended period of time and reserves the right at any time, and from time to time, to modify, suspend or discontinue, either temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that QTAGS shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services.

Your Obligations

In exchange for receiving the Services, you agree that you will not:

- (1) illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute the Services, the Advertiser Content, or any other data or information provided on the Site or pursuant to the Services;
- (2) alter, damage, destroy, erase, interfere with or attempt to interfere with, or infect our files, data and other computer systems and network resources or those of other users or any other person, or access, copy, modify, remove or impair the reliability, security or operation of, any data or files or other information stored in these systems or network resources;
- (3) impair the electronic communications to or from, or interfere with or obstruct the lawful use of, or otherwise cause any unauthorized computer functions to our computer systems or those of other users or any other person; or

- (4) engage in any practice or conduct that is unlawful under any laws applicable to you.

You may select a log-in and password upon completing the user account's registration process. You are responsible for maintaining the confidentiality of your log-in and password, and are fully responsible for all activities that occur under your log-in and password. Without limiting the foregoing, you must immediately notify QTAGS of any unauthorized use of your password or account or any other known or suspected breach of security with respect to the Services.

Proprietary Material

All material contained on this Site is owned by QTAGS or otherwise licensed to QTAGS or published by QTAGS with permission of the owner. All rights (including without limitation all intellectual property rights) in such material as well as the design and layout of the Site are reserved to the respective owners.

No material contained on this Site may be copied, modified, published, broadcast, or otherwise distributed without the prior written permission of QTAGS.

Disclaimer of Warranty

YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES ARE BEING MADE WITH RESPECT TO THE SITE OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, QTAGS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND REGARDING THIS SITE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, SUITABILITY, COMPLETENESS, CURRENCY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR SAFETY OF THE INFORMATION, OR ANY WARRANTY THAT THIS SITE, OR THE COMPUTER SYSTEMS, NETWORK RESOURCES OR SERVER THAT MAKES IT AVAILABLE, WILL BE (i) CONTINUOUSLY AVAILABLE OR ACCESSIBLE, (ii) FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS, OR (iii) FULLY OR CONTINUALLY PROTECTED FROM UNLAWFUL ACCESS BY OTHERS, AND SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Some states do not allow the exclusion of implied warranties, so the above exclusions with respect to implied warranties may not apply. In the event that under any applicable law, a warranty that has not been expressly provided is required with respect to the Site or the Services for any reason and cannot be disclaimed or waived, such warranty is limited in duration to ninety (90) days from the date of your registration or the date on which the Services were first provided to you, whichever is earlier. Furthermore, in such event, your sole and exclusive remedy for any breach of warranty will be, at QTAGS's sole discretion, either (i) the re-performance of the defective Services or correction of the defective Site, as applicable, at no additional cost to you, or (ii) a refund of the amount of actually paid by you in order to receive the Services or use the Site, as applicable.

Limitation of Liability

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL QTAGS OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY LOST GOODWILL, LOST PROFITS, LOSS OF USE OF MONEY, LOSS OF DATA OR INTERRUPTION IN ITS USE OR AVAILABILITY, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS, ANY PERSONAL LOSSES OR HARDSHIP (INCLUDING, WITHOUT LIMITATION, STRESS AND ANXIETY, NERVOUS SHOCK, OR OTHER PERSONAL SUFFERING OR CONDITION), OR FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, THE SERVICES, OR THE SITE (INCLUDING WHERE THE CAUSE CANNOT BE DETERMINED). THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (i) THE CLAIM OR LIABILITY IS BASED UPON OR OTHERWISE ARISES OUT OF BREACH OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, (ii) THE CLAIM OR LIABILITY IS BASED UPON OR OTHERWISE ARISES OUT OF THE SERVICES, THE SITE, OR ANY OTHER ACTION PERFORMED OR UNDERTAKEN BY QTAGS UNDER OR IN CONNECTION THERETO, AND (iii) THE CLAIM OR LIABILITY WAS FORESEEABLE OR UNFORESEEABLE BY QTAGS OR ANY OTHER PARTY (AND REGARDLESS OF WHETHER OR NOT QTAGS WAS ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY THEREOF).

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply. In any event, to the greatest extent permitted under applicable law, QTAGS and its affiliates' liability for damages (including expenses such as attorneys' fees and court costs), regardless of the form or cause of action, will be limited to \$100 or the aggregate amount paid by you to QTAGS for the Services for which the cause of action arose, whichever is greater.

Your Representations and Warranties

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving such Services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the user account's registration form (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or QTAGS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, QTAGS has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

Indemnification

You agree to defend, indemnify, and hold harmless QTAGS and its subsidiaries, affiliates, officers, agents, partners, and employees for all liabilities, damages, fees, losses, costs, and expenses of whatsoever kind or nature (including reasonable attorneys' fees and court costs) arising out of or in connection with any claim arising out of or in connection with (i) any act, omission, misrepresentation, or negligence by you; (ii) any violation of any applicable law by you; and (iii) any breach of these

Terms and Conditions (including, without limitation, all representations and warranties) by you.

Termination

You agree that QTAGS may, under certain circumstances, immediately terminate your QTAGS account and access to the Services without any prior notice. Cause for such termination shall include, but not be limited to, (i) breaches or violations of these Terms and Conditions, (ii) requests by law enforcement or other government agencies, (iii) a request by you (self-initiated account deletions), (iv) discontinuance or material modification to the Services (or any part thereof), (v) unexpected technical or security issues or problems, (vi) extended periods of inactivity, (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Site, and/or (viii) any other reason reasonably considered by QTAGS to be in their best commercial interest. Termination of your QTAGS account includes (a) removal of access to all offerings within the Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), including but not limited to Advertiser Content and (c) barring further use of the Services. Further, you agree that all terminations for cause shall be made in QTAGS's sole discretion and that QTAGS shall not be liable to you or any third-party for any termination of your user account or access to the Services.

Force Majeure

Neither party shall be liable to the other party for any failure to perform its obligations under these Terms and Conditions if such failure was the result of an act, occurrence, or other event outside of its reasonable control, including without limitation: acts of God, fire, severe weather, and other natural disaster and events; accidents, acts of government, war, warlike conditions, terrorism, and public disorder; a failure or error in the operation, of all or any part of the Site, QTAGS computer systems, logistics infrastructure, network resources, the Services, or any other computer systems or network resources to which they may be connected or upon which they may rely, and the taking offline of any of those computer systems or network resources when necessary; and any circumstances which produce or have the consequence of producing a degradation, fall-off, or complete severance of access to this Site or network resources or any other computer systems or network resources to which they may be connected by any person.

Jurisdiction

This Site is controlled by QTAGS which is headquartered in Houston, Texas, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Texas, by accessing this Site or using the Services both you and QTAGS agree that the statutes and laws of the State of Texas, without regard to conflicts of laws principals thereof, will apply to all matters arising from or relating to use of this Site or the Services. You and QTAGS also agree and submit to the exclusive personal jurisdiction and venue of the state and federal courts in Houston, Texas with respect to such matters. QTAGS makes no representation that materials on the Site are appropriate or available for use in other locations, and accessing them from

territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws.

Links

Links to other Sites and other messages provided by advertisers are not an express or implied endorsement of the materials disseminated at those websites or of the respective advertiser. Links to other Sites are provided by QTAGS as a convenience to its users. QTAGS is not responsible for the materials contained at any website linked from this Site that is not controlled or operated by QTAGS.

Privacy

Your privacy is important to QTAGS. Please review our Privacy Policy, which also governs your visit to the QTAGS Site and use of the Services, to understand our practices.

Miscellaneous Provisions

Entire Agreement. These Terms and Conditions constitute the entire understanding between the parties pertaining to the subject matter hereof and supersede all previous communications, proposals, representations and agreements, whether oral or written, relating to the subject matter hereof.

Non-Waiver. Neither the failure of a party to enforce at any time any of the provisions of these Terms and Conditions nor the granting of any time or other indulgence shall be construed as a waiver of that provision or of the right of that party thereafter to enforce that or any other provision.

Severability. If any portion of any provision of these Terms and Conditions is deemed unlawful, void or unenforceable for any reason, then that portion shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining portion of the provision or any other provisions, and these Terms and Conditions shall be automatically amended in order to effect, to the maximum extent permitted by law, the original intent of such provision.

Survival. The provisions of these Terms and Conditions that, by their nature, survive the expiration or earlier termination of these Terms and Conditions, shall continue and remain in full force after the expiration or earlier termination of these Terms and Conditions, the Services, and this Site.

Assignment. You may not assign any rights or delegate any obligations hereunder without the prior written consent of QTAGS, which may be given at its sole and absolute discretion. Any other attempt to assign any rights or obligations hereunder without QTAGS' prior written consent will be void and of no force or effect.

No Third Party Rights. The Services and this Site are provided solely for your benefit, and no other person or entity shall have or acquire any right by virtue of your use of the Services or Site unless otherwise agreed to by QTAGS.

Contact

QTAGS can be contacted at:

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