

Mobile Messaging Terms & Conditions and Mobile Messaging Privacy Policy

Effective Date: June 6, 2021

U.S. LawShield® (hereinafter “We,” “Us,” “Our”) is offering a Mobile Messaging Program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the “Terms”). By opting into or participating in Our Program, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with Us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. These Terms are limited to the Program and are not intended to modify other terms & conditions or privacy policy(ies) that may govern the relationship between you and Us in other contexts.

Modification of Terms: We reserve the right to revise these Terms from time to time. If We do revise these Terms, the revised terms will supersede prior revisions. Unless We say otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. Notice of any updates to these Terms shall be communicated to you by mobile message with a link to the updated Terms. Your continued participation in the Program after receiving notice of the updated Terms constitutes your acceptance of any revisions. If you do not agree to the revisions, you must opt out of the Program.

Participant Requirements: Participants in the Program must be wireless service subscribers with a wireless device of their own that has mobile text messaging services provided by a participating wireless carrier. The device must be capable of two-way messaging. Not all cellular phone providers carry the necessary service to participate. Participants must check their phone capabilities for specific text messaging instructions.

User Opt-In: The Program allows users to receive mobile messages by affirmatively opting into the Program. Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. **By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that neither opting into nor participating in the Program is required to make any purchase from Us.** While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). **Message and data rates may apply.**

User Opt-Out: If you do not wish to continue participating in the Program or no longer agree to these Terms, you agree to reply “STOP,” “QUIT,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “STOP ALL” to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. Alternatively, you may opt out of the Program by calling 877-448-6839. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of Our employees to remove you from Our list is not a reasonable means of opting out.

T-Mobile® and AT&T® provide daily files for phone numbers that have deactivated from their network or been ported from one carrier to another. We proactively opt out deactivated numbers from Our subscription list.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, **if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by the individual(s) who is later assigned that mobile telephone number.** This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of Our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US, OUR AGENTS, AND ANY THIRD-PARTY SERVICE PROVIDER WE USE TO SEND TEXT MESSAGES HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning Our commercial activities and your relationship with Us, including, but not limited to, messages concerning product advertisements and promotions of any kind, your account information, and any other communications from Us.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, reply **"HELP"** to any text message you receive from the Program or call Us at **877-448-6839**. Please note that email is not an acceptable method of opting out of the Program. Opt-outs must be submitted in accordance with the User Opt-Out procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with the Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

Age Restriction: You may not use or engage with the Program if you are under eighteen (18) years of age. By using or engaging with the Program, you acknowledge and agree that you are not under the age of eighteen (18). By using or engaging with the Program, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the Program.

Truthful and Accurate Information: When you complete forms online or otherwise provide Us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in Our sole discretion, We believe that any such information is untrue, inaccurate, or

incomplete, or you have opted into the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies.

Mobile Messaging Privacy Policy: We respect your privacy. This Mobile Messaging Privacy Policy describes any personal information that We collect or receive when you choose to participate in the Program, how We use or disclose your information, and your rights related to your personal information. This Mobile Messaging Privacy Policy applies to all personal information collected, used, or shared by Us when you opt-in to the Program and is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts. Please contact Us if you have any questions about the information in this Privacy Policy.

Privacy Policy: Please review the U.S. LawShield Privacy Policy, which may be found at <https://www.uslawshield.com/privacy-policy/> and which is a part of these Terms & Conditions.

California Residents. If you are a California resident, as defined in Section 17014 of Title 18 of the California Code of Regulations, you have certain rights with regard to your personal information. This section describes those rights and explains how to exercise those rights.

Access to Information. You have the right to request that We disclose certain information to you about Our collection and use of your personal information over the past twelve (12) months. Upon receipt of a verifiable request, We will provide you access to personal information We have collected about you or disclose to you the categories of personal information We have collected, the categories of sources from which We obtained that information, and how We have used or shared that information.

Right to Request Deletion. You also have the right to request that We delete any of your personal information that We collected from you and retained, subject to certain exceptions as allowable by law. You understand that We may deny your deletion request as provided by law, including, but not limited to, retaining the information if it is necessary for Us to:

- Complete the transaction for which We collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of Our ongoing business relationship with you, or otherwise perform Our contract with you;
- Detect security incidents; protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for such activities;
- Debug products or identify and repair errors that impair existing intended functionality;
- Comply with a legal obligation, including, but not limited to, preserving evidence that demonstrates Our compliance with the Telephone Consumer Protection Act (“TCPA”) during the statute of limitations period applicable to the TCPA; and/or
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

To exercise any of your rights related to your personal information, please contact Us by calling 877-448-6839.

Dispute Resolution: Informal Dispute Resolution: If any dispute, claim, cause of action, or complaint arises out of, concerns, or regards the delivery and functionality of the texts or messages delivered by Us, these Terms & Conditions, or the Program, (individually a “Dispute,” and collectively “Disputes”), then notice must be provided as specified here. This dispute resolution procedure does not apply to the substance of any offer or promotion or to product purchases. All parties agree to send a written notice to the other promptly or no later than when the notifying party reasonably should have known or should have become aware of the Dispute (i.e., when the “Dispute Arises”) and at latest within the

Limited Time to File Claims as specified below. This written notice will provide a reasonable description of the Dispute, along with a proposed resolution of it. Notice from Us to you will be sent to you based on the most recent contact information that you provide to Us (including via mobile text messaging or email), but if no such information exists or if such information is not current (including if you have unsubscribed to texts or messages), then We have no obligation to send you such notice under this section (the "Dispute Resolution Section"). Your notice must be sent to: U.S. LawShield, 1020 Bay Area Blvd., Suite 220, Houston, Texas 77058 (ATTN: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, the LawShield Parties and you will engage in a dialogue in order to attempt to resolve the Dispute, though nothing will require either you or the LawShield Parties to resolve the Dispute on terms with respect to which you and the LawShield Parties are not comfortable.

Binding Arbitration: ANY DISPUTE AS DESCRIBED ABOVE THAT CANNOT FIRST BE RESOLVED THROUGH INFORMAL METHODS AS DESCRIBED ABOVE WILL BE SUBMITTED TO BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) then in effect except as modified herein. The arbitration will be administered by the AAA. Claims or disputes that fall within the scope of the small claims court's limited jurisdiction may, however, be submitted to such court. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. If an in-person arbitration hearing is required, then it will be conducted in Harris County, Texas. All Parties will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if the applicable arbitration rules or laws require Us to pay a greater portion or all of such fees and costs in order for this arbitration provision to be enforceable, then We will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will apply and be bound by these Terms & Conditions and will determine any dispute according to applicable law and facts based upon the record and no other basis. After the hearing, the arbitrator(s) will decide the dispute and render a written decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. The Federal Arbitration Act ("FAA") will apply to the dispute and will govern whether the dispute is subject to arbitration, including the No Class Action Matters section below. You can obtain AAA procedures, rules, and fee information as follows: AAA: 800.778.7879, <http://www.ADR.org>.

Federal and State Courts in Harris County, Texas: Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, or any small claims action, ANY ACTION OR PROCEEDING ARISING HEREUNDER MAY ONLY BE INSTITUTED IN A STATE OR FEDERAL COURT LOCATED IN HARRIS COUNTY, TEXAS. ACCORDINGLY, ALL PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR SUCH MATTERS.

"No Class Action Matters": ALL PARTIES AGREE THAT EACH MAY BRING CLAIMS REGARDING DISPUTES HEREUNDER AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes hereunder will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There will be no right or authority for any dispute to be arbitrated on a class-action basis or on any basis involving disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction regarding arbitration on a class-action basis is unconscionable or unenforceable, then THE DISPUTE MUST BE BROUGHT EXCLUSIVELY IN A STATE OR FEDERAL COURT LOCATED IN HARRIS COUNTY, TEXAS, AS SET FORTH ABOVE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DISPUTE RESOLUTION SECTION, ANY AND ALL ISSUES RELATING TO THE SCOPE,

INTERPRETATION, AND ENFORCEABILITY OF THE CLASS ACTION WAIVER PROVISIONS CONTAINED HEREIN (DESCRIBED IN THIS "NO CLASS ACTION MATTERS" SECTION) ARE TO BE DECIDED ONLY BY A FEDERAL OR STATE COURT LOCATED IN HARRIS COUNTY, TEXAS, AND NOT BY THE ARBITRATOR. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE CLASS ACTION WAIVER PROVISIONS.

Limited Time to File Claims: If either Party wants to assert a Dispute against the other, then either Party must commence it within the applicable statute of limitations from when the Dispute Arises, or it will be forever barred. Commencing means, as applicable, (a) by delivery of written notice as set forth above in the First Step of this Dispute Resolution section, (b) filing for arbitration with the AAA as set forth in Binding Arbitration of this Dispute Resolution section, or (c) filing an action in state or federal court.

Severability. If any provision(s) of these Terms & Conditions are held in an arbitration proceeding or by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remainder of the Terms & Conditions will not be affected. If such provision(s) would cease to be illegal, invalid, or unenforceable if some part(s) of that provision(s) were modified or deleted, the provision(s) in question will apply with the least such modification or deletion as may be necessary to make the provision(s) legal, valid, and enforceable.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing.