

Terms and Conditions

THIS END USER LICENSE AGREEMENT ("EULA") IS A BINDING AGREEMENT. BY USING THE JUST-TEXT.US SITE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA AND OUR PRIVACY POLICY (which is available at JUST-TEXT.US) (THE "PRIVACY POLICY"), THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THE EULA AND THE PRIVACY POLICY (WHICH IS INCORPORATED HEREIN BY REFERENCE). IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS EULA OR THE PRIVACY POLICY, DO NOT USE THE JUST-TEXT.US SITE. By entering into the EULA you, to the extent legally permitted, hereby waive any applicable law or regulation requiring that the EULA be localized to meet your language, as well as any other local requirements.

JUST-TEXT.US reserves the right to make changes to this EULA at any time by posting the changed EULA at JUST-TEXT.US/EULA (we may also post the changed EULA within the Site, but the version at JUST-TEXT.US/EULA shall be the definitive version). Such changes will be effective ten (10) days after such posting, and your continued use of the Site means that you agree to be bound by the changes. Please check the above webpage regularly for any changes. Definitions This EULA contains a range of capitalized terms, some of which are defined in this Definitions Section, and some of which are defined elsewhere. "Content" means, but is not limited to, text, data, information, documents, images, descriptions, graphics, photos, sounds, videos, photographs, audio clips, advertisements, posts, comments, links, software code and scripts. "Other Content" means Content you upload or link to your Account (as defined below), such as your name, profile picture, profile video, email address, birthday, and telephone number. "Account Content" means, collectively, your Sent Messages (as defined below) and Other Content. Grant of License. Glade Arch LLC ("Just Text Us", "JUST-TEXT.US", "we", "us" and "our") provides a content messaging application for mobile devices (the "App"). Subject to the terms and conditions of this EULA, Just Text Us grants you, during the term of this EULA, a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Site solely for your own personal (and non-commercial) use (the "License"). Representation Concerning Age. You represent that you are at least thirteen (13) years old, but in any event of a legal age to form a binding contract. Children under the age of thirteen (13) are not permitted to use the Site. If you are between thirteen (13) and eighteen (18) years old, you must review this EULA with your parent or guardian. Account. In order to use the Site, you must have a telephone number ("Phone Number"), and send a text message to a Just-Text.US enabled phone line ("Account"). You may not provide false information during any registration process. You acknowledge that as part of a registration process, Just Text Us may cause an SMS message to be sent from your device to Just Text Us's servers, following which Just Text Us may place or send a verification call or SMS message back to your device. You agree to immediately notify Just Text Us (via contact through Just-Text.US) of any unauthorized use of your Account. You are fully and solely responsible for the security of your computer system or mobile device, as well as all activity on or in your Account (even if such activities were not undertaken by you). Just Text Us will not be liable for any losses or damage arising from unauthorized use of your Account, and you agree to indemnify and hold Just Text Us harmless for any improper or illegal use of your Account. Please notify us via contact via contact through Just-Text.US in case your Account has been compromised to request us to block access to it. This includes illegal or improper use by someone to whom you have given permission to access or use your Account. Restrictions. Except to the extent expressly permitted in this EULA, you shall not, and shall not permit or encourage any third party to, do any of the following: (i) copy the App; (ii) sell, assign, lease, lend, rent, distribute, sublicense, or make available the Site to any third party, or otherwise use the Site to operate in, or as, a time-sharing, outsourcing, or service bureau environment; (iii) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or non-literal aspects (such as the underlying structure, sequence or organization) of, the App; (iv) remove, alter, or conceal, in whole or in part, any copyright, trademark or other intellectual property rights notices or legends displayed or contained on/in the App; (v) circumvent, disable or otherwise interfere with security-related features of the Site, or with features

that prevent or restrict use of the App; (vi) make a derivative work of the Site, or use the Site to develop any service or product that is the same as, or substantially similar to, the App; (vii) publish, transmit, or link to any robot, spider, crawler, virus, malware, Trojan horse, spyware, or similar malicious code or item intended (or that has the potential) to damage, disrupt, compromise, or exploit the Site or a third party's browser, computer, or mobile (or other) device (such items, "Malicious Software"); and/or (viii) use the Site in any way that is infringing, deceptive, harassing, or defamatory, or for any inappropriate purpose (as Just Text Us shall determine at its sole and absolute discretion), or contrary to any applicable law or regulation. References in this Section 4 (Restrictions) to the Site shall be taken to mean (a) the Site, whether in whole or in part; and (b) any documentation (whether in whole or in part) related to the Site that Just Text Us makes available to you (such documentation, "Documentation"). You acknowledge and agree that your full compliance with the foregoing restrictions is a condition to the License. Third Party Sources and Content.

The Site may present, or otherwise allow you to view, access, link to, and interact with, Content from Third Party Sources (as those terms are defined below) that are not owned or controlled by Just Text Us (such Content, "Third Party Content"). The Site may also enable you to communicate and interact with Third Party Sources. "Third Party Source(s)" means: (i) third party websites and service providers; and/or (ii) our partners and advertisers. Just Text Us is not affiliated with, and has no control over, any Third Party Sources. Just Text Us does not assume any responsibility for Third Party Content, or any Third Party Source's terms of use, privacy policies, actions or practices. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity. Just Text Us does not endorse any advertising, promotions, campaigns, products, services, or other materials contained in any Third Party Content or that is communicated to you from a Third Party Source.

By using the Site you may be involuntarily exposed to Third Party Content, as well as Content from other Site users, that is inaccurate, offensive, indecent, unlawful or objectionable. Your interaction with a Third Party Source, as well as your use of and reliance upon any Third Party Content, is at your sole discretion and risk, and you are solely responsible and liable with respect thereto. Just Text Us IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF, THIRD PARTY CONTENT OR OTHERWISE IN CONNECTION WITH THIRD PARTY SOURCES, INCLUDING WITHOUT LIMITATION REGARDING THEIR ACCURACY, APPROPRIATENESS, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Just Text Us, and release Just Text Us from any and all liability, arising from your viewing, accessing, linking to, or interacting with any Third Party Content and/or Third Party Source, or from otherwise using or relying upon the foregoing. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly. Ownership. Except for the License, you have no rights in or to the Site. Ownership of the Site and all intellectual property rights therein shall remain at all times with Just Text Us and/or its licensors. All rights not granted to you herein are reserved to Just Text Us and/or its licensors. Any references to the sale or transfer of the Site in this EULA or in any other communication between Just Text Us and you, shall mean only the License. You have no obligation to provide us with any feedback, ideas or suggestions concerning the Site (collectively, "Feedback"). Nevertheless, to the extent you provide us with any Feedback, you hereby grant Just Text Us and its affiliated entities a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, sublicensable (through multiple tiers of sublicensees), and transferable license to use, copy, distribute, transmit, modify, create derivative works of, publicly display, publicly perform, and otherwise commercially exploit such Feedback, in any media format and through any media channels (the "Feedback License"). Messaging. Sending Messages. The Site allows you to send various types of Content to Recipients ("Sent Messages"). A "Recipient" can be another Site user and/or any other third party.

Receiving Messages. The Site allows you to receive Content from other Site users ("Received Messages") and third parties (including advertisers). You may also receive Content directly from Just Text Us, including for example, messages about your Account, promotions of new Features, notifications (including without limitation about new user groups, about any of your contacts that have used the Site, and Messages that other Site users have sent to you), and telemarketing messages ("Administrative Messages").

By using the Site, you hereby give express consent to receive Received Messages (including without limitation, Inactivity Reminders, as defined below), Administrative Messages and advertisements, via any and all the Delivery Channels (as defined and described below). In this EULA, we refer to Sent Messages, Received Messages, and Administrative Messages collectively as "Messages". Delivery Channels. The Site may utilize one or more delivery channels to send and receive Messages, such as, but not limited to, by way of the following: (a) Just Text Us's proprietary messaging protocol, (b) simple messaging service and multimedia messaging services (collectively, "SMS"), (c) e-mail; and (d) third party notification services, such as GCM, APNS, WNS, and data stream networks (each of the foregoing, a "Delivery Channel"). You are the Sender. Except for Administrative Messages Just Text Us does not make or initiate any Messages; rather, the Site simply facilitates the sending and receiving of the Messages on your behalf. Accordingly, with respect to any and all Sent Messages (which, for the avoidance of doubt, also covers Invitation Reminders and Inactivity Reminders, each as defined below), you agree that: you (and not Just Text Us) are, and will be deemed, the sender of such Messages, regardless of the Delivery Channel utilized, regardless of the Recipient, and regardless of any other provision in this EULA that addresses issues of obtaining Recipients' prior express consent; and you are solely responsible and liable for such Messages.

Obtaining Recipient Consent; Indemnity. If the Recipient of a Sent Message does not have an Account, then: you acknowledge that the Message will be sent as an SMS, and that such SMS may be sent directly from your mobile device and/or via Just Text Us's servers (or those of its third party service providers); you acknowledge that many jurisdictions have laws and regulations that require such a Recipient to give his/her prior express written and signed consent to receive such an SMS Message, and you agree to: obtain such consent prior to sending the Message, clearly and conspicuously disclose to the Recipient the consequences of providing such consent (such as, for example, the fact that he/she will also receive Invitation Reminders), and the fact that Recipient's ability to use the Site is not conditioned on giving such consent, and provide Just Text Us, upon request, with a record or other evidence of such consent; by sending the Message (including without limitation Invitations, as defined below) you are representing that you have obtained the Recipient's prior express written and signed consent to receive the SMS Message and have complied with Subsection (v) (b) above; you warrant that you will immediately notify Just Text Us if the Recipient revokes his/her consent and/or if the Recipient changes his/her Phone Number, by channels found either through SMS or via contact through Just-Text.Us. You agree to assist, and fully cooperate with Just Text Us, in investigating and defending any third party demand, claim, suit, action, or proceeding (such as, but not limited to, one brought by a regulator or other governmental authority) alleging that Just Text Us has violated any consumer protection laws (including without limitation, the United States' Telephone Consumer Protection Act of 1991) in connection with such a Message (such claims and proceedings "Messaging Claims"), as well as refrain from admitting any liability under such Messaging Claims; and you agree to indemnify and hold harmless each of Just Text Us, its affiliated entities, and any of our respective directors, officers, and employees ("Message Claim Indemnitees") for and against: any costs and expenses (including reasonable attorneys' fees) incurred by the Message Claim Indemnitee in investigating and/or defending the Messaging Claim(s); and any amounts (such as, but not limited to, fines and penalties) awarded against or imposed upon the Message Claim Indemnitee under a Messaging Claim. Invitations and Auto-Reminders. If a Sent Message is an invitation to the Recipient to use the Site ("Invitations"), then: for the

avoidance of doubt, because the Recipient does not have an Account and the Delivery Channel will be SMS, paragraphs (a) through (f) in Section 7(v) above apply, and you further and specifically represent that the prior express written and signed consent you obtain from the Recipient also covers the Invitation Reminders (as defined below); the Site may allow you to customize or edit some of the Content in the Invitation; and by sending the Invitation, you acknowledge that Just Text Us's servers (or those of its third party service providers) may automatically generate up to three (3) follow-up Messages to be sent to the Recipient via SMS, reminding him/her of the Invitation ("Invitation Reminders") and you agree that you are, and are deemed to be, the sender of the Invitation Reminders. Sent Messages that are "pseudo"-invites - meaning that the Messages (although not styled as an Invitation) require or encourage the Recipient to use the Site in order to access the underlying Content - will be deemed Invitations under this EULA, and all provisions of this Section 7(vi) apply to such pseudo-invites. Inactivity Reminders. If a Sent Message is to a Recipient with an Account but who Just Text Us detects has not used the Site for a certain period of time, or to a Recipient who previously had an Account, then: (A) Just Text Us's servers (or those of its third party service providers) may automatically cause a Message to be sent from your device to the Recipient via SMS, or (B) Just Text Us's servers (or those of its third party service providers) may automatically cause a Message to be sent from such server(s) to the Recipient via SMS and/or email, in each of the foregoing cases (x) to remind him/her of his/her Account, and/or (y) to alert and direct him/her to (or otherwise contain) the Message you sent (collectively, "Inactivity Reminders"); you agree that (although the Recipient has an Account) SMS is the most suitable Delivery Channel for sending the Inactivity Reminder in cases where Just Text Us still has the Recipient's Phone Number; and you agree that, because the Delivery Channel of the Inactivity Reminder will be SMS, paragraphs (a) through (f) in Section 7(v) above apply, and you further and specifically represent that the prior express consent you obtain from the Recipient also covers the Inactivity Reminders. Fees and Carriers. At select restaurant locations, Just Text Us charges a small Text Convenience Fee to help operate Just Text Us. At other restaurant locations, Just Text Us does not currently charge a Text Convenience Fee to use the platform, although it may do so in the future. Just Text Us may change the Text Convenience Fee as we deem necessary or appropriate for our business. Please be aware that Sent Messages and Received Messages via SMS (and, for the avoidance of doubt, this also covers Invitation Reminders and Inactivity Reminders) may be subject to carrier messaging rates, if any, and that these are payable by the senders and/or recipients, as determined by the carriers. Just Text Us is not responsible for any third-party fees (including but not limited to carrier charges, airtime, text or data charges) incurred by you or others. If you have any questions about your text plan or data plan, contact your carrier. For questions about SMS, you can contact us through Just-Text.US and we will try to answer your question. Messages can be sent through most major carriers, although Just Text Us may not be able to support all carriers at all times. If you are unable to receive Messages on your carrier, feel free to let us know by contacting us through contact us through Just-Text.US. Deactivation and Content Deletion. In the event you change or deactivate your Phone Number: your access to your Account will be disabled; you acknowledge that your Sent Messages, Received Messages, and Other Content may be sent to (or otherwise received by or made accessible to) the person(s) who subsequently acquire(s) such Phone Number, and that such person(s) may end up modifying it, deleting it, or using it in other ways of which you may not approve; and you agree that you will not hold Just Text Us liable, will not bring any action against Just Text Us, and hereby release Just Text Us, in connection with the situations described in the foregoing paragraph (a). Accordingly, we encourage you to use whatever Site tools are available within the Site to delete as much Account Content as possible prior to changing or deactivating your Phone Number. With respect to: other Account Content that cannot be deleted via Site tools, you can send a request for deletion by contacting us through Just-Text.US. Received Messages, you can send a request for deletion by contacting us through contact us through Just-Text.US. You acknowledge and agree that: (x) Just Text Us shall have no obligation to respond to a request for deletion; and (y) Content you delete (whether directly by you or pursuant to a delete request) - whether Sent

Messages, Received Messages, or Other Content – may not be permanently deleted by Just Text Us, and may remain stored on our servers. In such cases, the Content is simply disassociated from your Account (meaning that you will not have access to it). We, in our sole and absolute discretion, decide whether or not to permanently delete Content from our servers (even after any termination of this EULA). Similarly to what we describe above, as an Account holder, you acknowledge that your Phone Number may have previously belonged to a past Account holder, and you therefore agree not to hold Just Text Us liable for, not to bring any action against Just Text Us for, and hereby release Just Text Us regarding, any Content belonging to such past Account holder, which is sent, received, or made available to your device or Account. In addition, you agree that you will cooperate with us and follow any instructions in connection with Messages or Other Content belonging to prior Account holders. Privacy Questions. If you have any questions regarding privacy, please read the Privacy Policy (which is available at Just-Text.US), and which is incorporated herein by reference. Responsibility for Content.

You are solely responsible and liable for your Account Content. (Needless to say, Just Text Us is not responsible or liable for your Account Content or Received Messages.) You represent that: (a) your Account Content complies with all applicable laws and regulations, and does not infringe, misappropriate, or violate any third party's intellectual property rights or personal rights (such as, but not limited to, moral rights, rights of privacy, and publicity rights); (b) your Account Content is not disparaging, threatening, offensive, harassing, deceptive, abusive, promoting of violence, and does not contain obscenity or pornography; (c) your Account Content does not contain any Malicious Software; and (d) you have obtained any and all licenses, permissions, consents, and authorizations required to grant Just Text Us the Content License (defined below). You also warrant that the foregoing representations in (a) through (d) will continue to remain true and accurate. Just Text Us has no obligation to accept, display, review or maintain any of your Account Content or Received Messages. Just Text Us may, without notice, edit and/or delete your Account Content and Received Messages in our sole and absolute discretion, including, without limitation, if we determine that you (or the sender of the Received Message) are in breach of any provision of this EULA (for example, if your Account profile picture contains nudity, we may replace the picture with another picture we deem appropriate) or have violated (or are suspected of violating) any law or regulation. Without limiting the generality of Subsections (i) and (ii) above, you shall not, and shall not permit or encourage any third party to, do any of the following: send, post, transmit, upload, or make available to or on the Site any Content containing another person's private or confidential information (including without limitation intimate photos or videos, or those revealing nudity or sexual activity) that was taken without the subject's prior express consent or distributed without his/her prior express consent. If you feel that you have been a victim of such behavior please contact us through Just-Text.US. After you submit such notification you will need to undergo identity verification to verify that you are the "individual in question" appearing in the Content, and that the Content was sent, posted, transmit, uploaded, or made available to or on the Site without consent; use the Site to send advertisements, promotions, spam, or other commercial communications, or for any other telemarketing purpose; and/or conduct or promote any illegal activity on or through the Site.

Site Features. The Site contains various functions, features and tools (collectively, "Features"). Just Text Us reserves the right, in our sole and absolute discretion, to remove, modify, and/or add Features at any time, without any notice to you, and for any reason whatsoever. Some Features may in any event be limited, suspended or restricted by geography, volume, duration or any other criteria decided by Just Text Us. Moreover, if Just Text Us determines, in our sole and absolute discretion, that you are in breach of any provision of this EULA, we reserve the right to block you from certain Features, as well as block your presence, your Account Content and/or your Received Messages from other users. We make Features available because we believe it enhances the user experience of the App; but you acknowledge and agree that just because we make a

Feature available, it does not mean we endorse, or can otherwise control, every manner in which such Feature is used. It is your sole responsibility and liability to ensure that you use all Features in accordance with the restrictions described in this EULA as well as applicable laws and regulations. Location Features. Certain Features may collect (or be dependent on) data related to your geographic location ("Location Data"). If you wish to use such Features, you agree to provide or make accessible your Location Data. To the extent that we do collect Location Data, we will use it in accordance with the Privacy Policy (which is available at Just-Text.US). If you do not provide or make accessible such Location Data then such Features may be limited or not operate. Search Features. The Site may include a search Feature that allows you to make generic searches of other Site users (for example, by searching for "David"), which search results list all relevant users that match the search terms, as well as some of their Other Content (such as Account name, profile picture, and profile video). You expressly consent to other Site users making such generic searches that may result in your Account and certain of your Other Content being made available to the searcher. If you do not wish to be searchable in this manner, you may opt-out of this Feature by turning it off via the App's settings.

Beta Products. Just Text Us may from time to time make available, in "beta" mode, new versions of the Site and/or new Features that are still undergoing internal development and testing (each, a "Beta Product"). Beta Products may be time-limited, feature-limited, and/or functionality-limited. Just Text Us may also decide to only make a Beta Product available to closed list of Site users. If Just Text Us makes a Beta Product available to you, you may use it on the following conditions: (i) you only use it for evaluation purposes; (ii) you comply with any specific guidelines issued by Just Text Us in respect of the Beta Product, which may include a requirement that you provide Feedback and participate in surveys about the Beta Product; and (iii) you do not publicize the fact that there is a Beta Product, and you do not show, display, or otherwise make available the Beta Product to any other person (which includes, without limitation, making such disclosures to traditional or social media). For the avoidance of doubt, the provisions of this EULA that apply to the Site (for example only: the License Restrictions in Section 4, and the Warranty Disclaimer in Section 14) shall also apply to Beta Products. Just Text Us's Use of Content. You hereby grant Just Text Us and its affiliated entities a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, sublicensable (through multiple tiers of sublicensees), and transferable license to use, copy, distribute, transmit, modify, create derivative works of, publicly display, publicly perform, and otherwise commercially exploit your Account Content, in any media format and through any media channels (the "Content License"). In using your Account Content to commercially promote the Site or Just Text Us's business (for example, in marketing campaigns), Just Text Us will make commercially reasonable efforts to remove a Content that Just Text Us considers, in its sole and absolute discretion, to be especially private or confidential; but, for clarity, Just Text Us does not consider your name or Account profile picture to be private or confidential for such purposes (and you acknowledge this). Storage. The Site is not a data storage product or service, and you shall not rely on the Site for the storage of any Content whatsoever. If this EULA is terminated or Just Text Us decides to cease provision of the Site or to cease the length of time it currently stores any Content, you and third parties may permanently lose all access to Account Content and your Received Messages. Currently, you may back-up images and videos by downloading them directly to your device. Third Party Software. The Site may contain third party, including open source, software ("Third Party Software") that may be subject to third party terms and conditions ("Third Party Terms"). In such case, Just Text Us may make available a list of any such Third Party Software and related Third Party Terms in the Documentation, and will comply with any request you submit to us for exercising your rights under such Third Party Terms. To the extent of any conflict between any Third Party Terms and the terms or conditions of this Agreement, the Third Party Terms shall prevail in connection with the corresponding Third Party Software.

Advertisements, links, and commercial information in the Site. The Site may include commercial information or advertisements ("Ads"). The Ads may pop up or be displayed in the Site from time to time. Just Text Us may post Ads on the Site but more often than not, the source of such Ads is third parties, and as such, Just Text Us cannot and does not guarantee the reliability or accuracy of third party Ads. Just Text Us does not endorse the advertisers or the content of third party Ads. Additionally and without derogating from the previous sentence, Just Text Us will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of Ads posted on the Site. It is underscored that the advertising of commercial content by Just Text Us does not constitute a recommendation or encouragement to procure the goods or services advertised. Insofar as the Site includes links to services or applications not operated or managed by Just Text Us, Just Text Us will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. Just Text Us will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via Ads or other links on the Software.

Warranty Disclaimer. THE SITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY Just Text Us. IN ADDITION, Just Text Us MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY, OR COMPLETENESS OF THE APP; OR THAT YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR WILL BE INTERRUPTED, SECURE OR ERROR-FREE. Some jurisdictions do not allow the exclusion of certain implied warranties, so to that extent some of the above exclusions may not apply to you.

Indemnification. If any third party (such as, but not limited to, a regulator or governmental authority) brings any kind of demand, claim, suit, action or proceeding (which is not a Messaging Claim) against Just Text Us, our affiliated entities, and/or any of our respective directors, officers, employees, agents, representatives, customers, suppliers, or licensors (each, an "Indemnitee"), and it is based upon or arises from: your use of the App; your breach of any provision in this EULA; and/or any of your Account Content (each of the foregoing, a "Claim") then, upon request by Just Text Us (to be decided in its sole and absolute discretion), you agree to assume full control of the defense and settlement of the Claim; provided, however, that (a) Just Text Us reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Claim; and (b) you shall not settle any Claim, or admit to any liability thereunder, without the express prior written consent of Just Text Us. In addition, and regardless of whether (or the extent to which) you participated in the defense and/or settlement of a Claim, you agree to indemnify and hold harmless the Indemnitee for and against: (x) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in the defense of such Claim; and (y) any amounts to be paid in settlement of the Claim, or awarded against the Indemnitee under such Claim (such as, but not limited to, damages, liabilities, and fines).

Limitation of Liability. YOU AGREE TO THE FOLLOWING: IN NO EVENT WILL Just Text Us OR ITS AFFILIATED ENTITIES BE LIABLE FOR: ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE AGGREGATE COMBINED LIABILITY OF Just Text Us AND ITS AFFILIATED ENTITIES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO Just Text Us (IF ANY) DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM. ACCORDINGLY, IF YOU HAVE NOT PAID Just Text Us ANY AMOUNTS IN SUCH THREE-MONTH PERIOD, Just Text Us SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: EVEN IF Just Text Us OR ITS AFFILIATED ENTITIES HAVE

BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, AND STRICT LIABILITY). Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so to that extent some of the above exclusions or limitations may not apply to you.

Termination and Survival. Just Text Us reserves the right to immediately terminate this EULA, or otherwise modify, suspend or discontinue your access to and use of the Site (or any part thereof), for any reason whatsoever, at any time, and without notice to you, and you agree that Just Text Us will have no liability or obligation to you for any such termination, modification, suspension, or discontinuance. You may terminate this EULA at any time and for any reason, but only by uninstalling the Site. If you object to any term or condition of this EULA or any subsequent changes thereto, or become dissatisfied with the Site in any way, your only recourse is to terminate this EULA and uninstall the Site. If you terminate the EULA by uninstalling the Site, you agree that Just Text Us may at any time thereafter send you SMS messages notifying you about one of your contacts that has used the Site. Upon termination of this EULA: (a) the License will automatically terminate and you must immediately cease use of the App; and (b) your access to your Account will be disabled and Just Text Us may permanently delete your Account Content. For the avoidance of doubt, termination of this EULA in no way affects the Feedback License or the Content License, which shall survive termination. Sections _5, _6, _7(v)-(vii), _8, _12, _14 through _17, and _19 through _30 shall also survive termination this EULA. Updates. We may from time to time provide updates or upgrades to the Site (each an "Update"), but are not under any obligation to do so. Such Updates will be supplied according to our then-current policies, which may include automatic updating or upgrading without any notice to you. You consent to any such automatic updating or upgrading of the Site. All references herein to the Site shall include its Updates as well, and this EULA shall govern any Update, unless the Update is accompanied by a separate license agreement which is explicitly stated to govern that Update. Copyright Infringement Takedowns. It is Just Text Us's policy to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement in accordance with our DMCA Policy in Annex 1 US Government Rights. The Site is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then your access to and use of the Site and/or the Documentation shall be subject solely to the terms and conditions of this EULA. Controlling Law and Jurisdiction. This EULA shall be governed by, and construed in accordance with, the laws of the State of Israel without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this EULA and is hereby disclaimed. Any claim, dispute or controversy under, or otherwise in connection with, this EULA shall be subject to the exclusive jurisdiction and venue of the courts in Wilmington, Delaware, and you hereby irrevocably submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue. You also: agree that the Site shall be deemed solely based in the State of Delaware, and shall be deemed a passive server that does not give rise to personal jurisdiction over Just Text Us or its affiliated entities, either specific or general, in jurisdictions other than the State of Delaware; agree that any proceedings to resolve or litigate any claim, dispute or controversy will be conducted solely on an individual basis (and not in any class action or class-wide proceeding), and that you may initiate such proceedings only on your own behalf; hereby waive the right to litigate such claims, disputes, or controversies in court before a jury; and agree not to participate in claims, disputes, or controversies brought in an attorney general or representative capacity, or in consolidated claims, disputes, or controversies involving another person's Account. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS EULA MUST

COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, YOU AGREE THAT SUCH CAUSE OF ACTION SHALL BE DEEMED PERMANENTLY BARRED. Notwithstanding this Section _22, Just Text Us may seek injunctive relief and/or specific performance in any court worldwide that has competent jurisdiction. Entire Agreement. This EULA (together with its Annexes) represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral or written understandings and statements by the parties with respect to such subject matter. The section and subsection headings used in this EULA are solely for convenience of reading, and shall not be considered or relied upon in construing any provision of this EULA (so read this EULA fully). The language of this EULA is expressly agreed to be the English language.

Assignment. Just Text Us may assign this EULA (or any of its rights and obligations hereunder) without your consent and without notice to you. This EULA is personal to you, and you shall not assign this EULA (or any of your obligations or rights hereunder) without Just Text U's express prior written consent. Any prohibited assignment shall be null and void. Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this EULA shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision. Remedies. No right or remedy conferred upon or reserved by any party under this EULA is intended to be, or shall be deemed, exclusive of any other right or remedy under this EULA, at law or in equity, but shall be cumulative of such other rights and remedies. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this EULA shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, signed by the waiving party, and shall be valid only in the specific instance in which given. Relationship of Parties. The relationship of the parties is solely that of independent contractors. Nothing in this EULA shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties. Notices. You agree that Just Text Us may send you notices by email, via your Account, by regular mail, and/or via postings on or through Site. Except as stated otherwise in this EULA or required by law, you agree to send all notices to Just Text Us, via contact through Just-Text.US. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this EULA (for example, Indemnitees and Message Claim Indemnitees), there shall be no third-party beneficiaries to this EULA. Force Majeure. Just Text Us shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond Just Text Us's reasonable control. For the avoidance of doubt, any problems relating to the hosting of the Site shall not be deemed within Just Text Us's reasonable control.

Last updated: October 19, 2025

ANNEX 1 – DMCA POLICY Removal of Content. It is the policy of Just Text Us to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act (the "DMCA"), we have designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Site. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Site users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA: An electronic or physical

signature of the person authorized to act on behalf of the owner of the copyright; A description of the copyrighted work you claim has been infringed; A description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it. Providing URLs in the body of an email is the best way to contact us locate content quickly; 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. Counter-Notification. If you believe that the material you posted was removed from the Site by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the DMCA to confirm these requirements): Your physical or electronic signature; Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to contact us locate content quickly; A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Site may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person. Misrepresentations. Please note that under the DMCA (at 17 U.S.C. Section 512(f)) any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. Copyright Agent. Our agent for notice of claims of copyright infringement ("Copyright Agent") can be reached by contacting us through Just-Text.US. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. If you have any questions, complaints, or claims regarding the Site, please contact us via Just-Text.US.