

## **First Texting Line, LLC. Terms of Use**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISPUTE RESOLUTION CLAUSE.

Welcome to First Texting Line, LLC We are glad to have you as part of our service. We are committed to providing the best possible value and convenience for you. Before you get started, you must read and agree to these Terms of Use. Thank you.

### **Acceptance of Terms of Use**

By downloading and using First Texting Line, LLC ("First Texting Line, LLC", "We" or "Us") First Texting Line, LLC and its SMS, MMS, and related text services, downloadable software applications, and/or software (collectively, the "First Texting Line, LLC Service"), checking the box, browsing the website, using the First Texting Line, LLC Service, and/or downloading the application(s) you accept and agree to be bound by the Terms of Use and represent that you have read, understood and have the authority to enter into the Terms of Use personally or on behalf of the company or entity you have named as the user and to bind that company or entity to the Terms of Use.

First Texting Line, LLC may at any time modify the Terms of Use. You can review the most current version of the Terms of Use by clicking on the "Terms of Use" link located at the bottom of the First Texting Line, LLC website. The most current version will supersede all previous versions. By continuing to use the First Texting Line, LLC Service after changes are made, you agree to be bound by such changes.

### **Limitations on Use**

You must be at least 13 years old to download and use the First Texting Line, LLC Service, or, if you are not at least 13, you may download and/or use the First Texting Line, LLC Service only in conjunction with, and under the supervision of, your parent or guardian. If you do not qualify, please do not download the First Texting Line, LLC Service.

First Texting Line, LLC reserves the right to terminate accounts, refuse service or cancel orders at any time and in First Texting Line, LLC's sole discretion.

### **Charges for Using the First Texting Line, LLC Service**

First Texting Line, LLC is currently a complimentary service. However, when you use the First Texting Line, LLC Service, you may be subject to charges imposed by your wireless or other applicable carrier. Payment of such charges is solely your responsibility.

### **Subscribing to and Opting Out of First Texting Line, LLC Service**

To opt in or subscribe to First Texting Line, LLC Service, you can register by downloading the First Texting Line, LLC application or responding to any text message received through First Texting Line, LLC Service. Message & Data Rates May apply to all text messages sent to or from the First Texting Line, LLC Service. For more information, check your mobile phone service plan or visit your carrier's website.

After you install the First Texting Line, LLC application and/or register for the First Texting Line, LLC Service, and/or respond to a text from First Texting Line, LLC Service all further SMS text messages will be sent strictly on an opt-in basis. If you have opted in to receive text messages, you can still choose to opt out at any point thereafter.

To opt out from First Texting Line, LLC Service, send a text message with the word **STOP** to the phone number registered with First Texting Line, LLC Service from your mobile phone or the number indicated in the text you have received from First Texting Line, LLC Service and we will unsubscribe you from our text message service. You will not receive any additional text messages until you re-register on our website or via your mobile phone.

To get help with the First Texting Line, LLC Service, you may email us at [mdmckersie@firsttextingline.com](mailto:mdmckersie@firsttextingline.com) or 866-898-5463

List of carriers supported by First Texting Line, LLC:

AT&T  
Alltel  
Cellular One  
Cellular South  
Centennial  
Cincinnati Bell  
Dobson  
Metro PCS  
Ntelos  
Sprint  
T-Mobile  
Unicel  
U.S. Cellular®  
Verizon Wireless  
Virgin Mobile USA

### **Privacy**

Any information that you submit or we collect when you are using the First Texting Line, LLC Service is subject to the First Texting Line, LLC Privacy Policy, the terms of which are incorporated into these Terms of Use.

### **Intellectual Property**

First Texting Line, LLC and/or its licensors are the sole owners of the First Texting Line, LLC Service, which includes any software, method of doing business, domains, and content made available through it. The First Texting Line, LLC Service is protected by U.S. and international copyright and other intellectual property laws. It is for your own personal and non-commercial use only, and First Texting Line, LLC grants you a limited non-exclusive, non-transferable, non-sub licensable, revocable license to download, install and use First Texting Line, LLC Service on mobile devices or computers that you own or control solely for your own personal or business purposes, and not for further resale. Without limitation, this means that you may not sell, export, license, modify, copy, reverse engineer, distribute or transmit the First Texting Line, LLC Service without First Texting Line, LLC's prior express written permission. Any unauthorized use of the First Texting Line, LLC Service will terminate the limited license granted by us. First Texting Line, LLC and other marks, graphics, logos, icons and service names related to the First Texting Line, LLC Service are registered and unregistered trademarks or trade dress of First Texting Line, LLC They may not be used without First Texting Line, LLC's prior express written permission. All other trademarks not owned by First Texting Line, LLC that appear in connection with the First Texting Line, LLC Service are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by First Texting Line, LLC

Moreover, with respect to any application accessed through or downloaded from the Apple App Store, Google Chrome Web Store, Google Play marketplace or any similar store or marketing place, including their corporate entity and its subsidiaries making such application available to you (collectively the "App Store"), you agree to comply with all applicable third party terms of the relevant App Store.

### **License to Your content**

In order to enable First Texting Line, LLC to send and deliver your messages and otherwise provide you the First Texting Line, LLC Service, you grant First Texting Line, LLC a fully paid royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sub-licensable right to use, license, distribute, reproduce, modify, adapt, publicly perform, and publically display your content, in whole or in part, for the purposes of providing First Texting Line, LLC Services. You warrant that the holder of any intellectual property rights, in your content, has completely waived all such rights and irrevocably granted to you the right to grant the license stated above. You agree that you, not First Texting Line, LLC, are responsible for all the content you make available on or in the First Texting Line, LLC Services.

### **Electronic Communications**

By downloading and/or using the First Texting Line, LLC Service, you consent to receiving electronic communications and notices from First Texting Line, LLC You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **Your Conduct**

By downloading and/or using the First Texting Line, LLC Service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the First Texting Line, LLC Service. You also agree not to interfere with the servers or networks connected to the First Texting Line, LLC Service or to violate any of the procedures, policies or regulations of networks connected to the First Texting Line, LLC Service, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the First Texting Line, LLC Service; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the First Texting Line, LLC Service; (3) use the First Texting Line, LLC Service for any unlawful purpose; or (4) resell or export the software associated with the First Texting Line, LLC Service.

First Texting Line, LLC does not promote, recommend or condone use of the First Texting Line, LLC Service during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use the First Texting Line, LLC Service during such activities.

## **Use of Information Submitted**

You agree that First Texting Line, LLC is free to use any comments, information or ideas contained in any communication you may send to First Texting Line, LLC without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the First Texting Line, LLC Service or other products or services.

## **No Warranty & Limitation of Liability**

First Texting Line, LLC PROVIDES THE First Texting Line, LLC SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY. First Texting Line, LLC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. First Texting Line, LLC assumes no liability or responsibility for any errors or omissions in the First Texting Line, LLC Service; any failures, delays or interruptions in the First Texting Line, LLC Service; any losses or damages arising from the use of the First Texting Line, LLC Service, including, without limitation, any damage to your mobile device; or any conduct by users of the First Texting Line, LLC Service. First Texting Line, LLC reserves the right to deliver the First Texting Line, LLC Service in its sole and absolute discretion.

IN NO EVENT SHALL First Texting Line, LLC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR LOSS OF USE OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE First Texting Line, LLC SERVICE OR THESE TERMS OF SERVICE OR THE PRIVACY POLICY, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE. Some states do now allow the exclusion of certain damages, so the above may not apply to you. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law. If you are a California resident, you hereby waive California Civil Code Section 1542, which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

**YOU HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER AND RELEASE OF LIABILITY. YOU UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. YOU UNDERSTAND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY, AND YOU ARE FULLY AWARE OF THIS WAIVER AND RELEASE OF LIABILITY'S LEGAL CONSEQUENCES AS A FULL RELEASE OF LIABILITY FOR INJURY, LOSS OF PROPERTY AND/OR PROPERTY DAMAGE. YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU BY First Texting Line, LLC AND/OR ANY PERSON OR ENTITY ON ITS BEHALF. YOU INTEND THAT YOUR SIGNATURE/ACCEPTANCE OF THESE TERMS OF USE OPERATE AS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.**

## Indemnity

You agree to indemnify and hold First Texting Line, LLC and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the First Texting Line, LLC Service or your violation of any law or the rights of any third party.

## Disputes

### 1. Governing Law

YOU AGREE THAT THESE TERMS OF SERVICE OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND First Texting Line, LLC arising from or relating to these Terms of Use, their interpretation or breach, termination or validity, the relationships which result from these Terms of Use, the First Texting Line, LLC Service, First Texting Line, LLC's advertising or any related transaction SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

### 2. Binding Arbitration

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND First Texting Line, LLC, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "First Texting Line, LLC") arising from or relating to these Terms of Use, their interpretation or breach, termination or validity, the relationships which result from these Terms of Use (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to these Terms of Use), the First Texting Line, LLC Service, First Texting Line, LLC's advertising or any related transaction SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, JAMS OR THE NATIONAL ARBITRATION FORUM, IN ACCORDANCE WITH THEIR APPLICABLE RULES, OR ANY OTHER ESTABLISHED ALTERNATIVE DISPUTE RESOLUTION PROVIDER MUTUALLY AGREED UPON BY THE PARTIES. The arbitration will be venued in Kent County Michigan and will be limited solely to the dispute between you and First Texting Line, LLC NEITHER YOU NOR First Texting Line, LLC SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Any award of the arbitrator shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall pay its own costs and attorneys' fees. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

**WAIVER OF JURY TRIAL. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, YOU UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT OR ANALOGOUS STATE STATUTE. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.**

**CLASS ACTION WAIVER. You and the First Texting Line, LLC agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither You nor First Texting Line, LLC will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which You or First Texting Line, LLC acts or proposes to act in a representative capacity. You and First Texting Line, LLC further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of you, First Texting Line, LLC and all parties to any such arbitration or proceeding.**

### 3. Limitations of Actions

Any claim or cause of action arising out of or related to your use of the First Texting Line, LLC Service must be filed within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

#### **Right to Terminate**

First Texting Line, LLC reserves the right in its sole discretion to terminate or restrict your use of the First Texting Line, LLC Service, without notice, for any or no reason whatsoever.

#### **General**

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and First Texting Line, LLC with respect to the subject matter hereof.

#### **Contact Us**

If you have any questions about these Terms of Use or the download and/or use of the First Texting Line, LLC Use, please contact us at: [info@firsttextingline.com](mailto:info@firsttextingline.com)

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