

TERMS OF USE

This website is operated by Mobiniti. Throughout the site, the terms “we”, “us” and “our” refer to Mobiniti. Mobiniti offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Use”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Use. If you do not agree to all the terms of use of this agreement, then you may not access the website or use any services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

Any new features or tools which are added to the current site shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Copyright

The entire content included in this site, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of Mobiniti.com (Mobiniti.com a product of Greyght, Inc.). The collective work includes works that are licensed to Mobiniti.com (GREYGHT, INC.). Copyright 2014, Mobiniti.com (GREYGHT, INC.) ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with Mobiniti.com (GREYGHT, INC.) or purchasing Mobiniti.com (GREYGHT, INC.) products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with Mobiniti.com (GREYGHT, INC.) or to purchase Mobiniti.com (GREYGHT, INC.) products or services. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by Mobiniti.com (GREYGHT, INC.). You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Trademarks

All trademarks, service marks and trade names of Mobiniti.com (GREYGHT, INC.) used in the site are trademarks or registered trademarks of Mobiniti.com (GREYGHT, INC.)

By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products and/or services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

PROPRIETARY RIGHTS

Customer shall not modify, copy or create derivative works based on the Mobiniti Platform or services. Customer shall not mirror any content forming part of the Mobiniti platform. Customer shall not copy any ideas, features, reverse engineer functions of the Mobiniti Platform.

Subject to the limited rights expressly granted hereunder, Mobiniti reserves all rights, title, and interest in and to the Platform, service and products, including all copyright, trademark and other intellectual property rights.

ANTI-SPAM POLICIES

Mobiniti has a zero tolerance [ANTI-SPAM](#) policy. Any Mobiniti customer found to be sending SPAM, or any message that violates our ANTI-SPAM policy or the terms of use will be immediately suspended without refund from further use of service. Attempts to evade Mobiniti's monitoring of SPAM and/or Prohibited Content violates the terms and use.

WHAT IS SPAM?

We consider any unwanted SMS message as spam. We do NOT allow the use of any 3rd party lists. We only send messages to subscribers who have opt-in for a campaign. You represent and warranty that the owners of the mobile phone numbers you provide to Mobiniti have consented or otherwise opt-in to the receipt of such messages. You agree to include clear opt-out instructions on a minimum of every 6 messages sent to mobile end user. You agree to adhere to the [Consumer Best Practices Guidelines](#) per the [Mobile Marketing Association](#).

PROHIBITED CONTENT

- Sexual or pornographic content is prohibited

- Material that exploits children under the age of 18 is prohibited
- Material that is not appropriate for children under the age of 18 is prohibited
- Promotions of products or services that are unlawful and/or harmful are prohibited
- Material that promotes violence
- Hatred of any kind
- Profanity is prohibited
- Illegal or illicit drugs
- Tobacco products
- Alcoholic beverages
- Firearms or ammo

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

PAYMENTS

Your use of Services is contingent upon payment whether paid in advance or through the purchase of message credits on Mobiniti. The payment for services such as keywords, plans and other monthly service fees shall be deemed completed when Mobiniti receives the full amount of payment due for such services. You are responsible to remit payment for any messaging overage fees and any other overage charges outside of your monthly service plan. You are responsible to pay for any message regardless of whether the message is actually received by the intended recipient. To cancel your service, please send your request to: cancel@mobiniti.com.

THIRD PARTY TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and

make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our [Privacy Policy](#).

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product charges, service times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USE

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Mobiniti, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

DISPUTES AND ARBITRATION

Contact Mobiniti First. If a dispute arises between you and Mobiniti, our goal is to learn about and address your concerns. You agree that you will notify Mobiniti about any dispute you have with Mobiniti regarding these Terms or our Products or Services by contacting Mobiniti.

Binding Arbitration. You and Mobiniti agree, subject to clause 11(c) (Protection of Confidentiality and Intellectual Property Rights), to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Services to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further you agree arbitration is final and binding and subject to only very limited review by a court. You also waive your right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to your use of the Service. Subject to clause 11(c) (Protection of Confidentiality and Intellectual Property Rights), any dispute or claim made by you against us or us against you arising out of or relating to these Terms or your use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that you may take claims to small claims court if they qualify for hearing by such

a court.

Arbitration Procedures. You must first present any claim or dispute to us by contacting Mobiniti to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days after presenting the claim or dispute to Mobiniti. Mobiniti may request arbitration against you at any time after it has notified you of a claim or dispute in accordance with clause 11(f) (Notifications). The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by this agreement. The place of any arbitration will be Wilkes-Barre, Pennsylvania, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you, nor Mobiniti nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

No Class Actions. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

Fees and Expenses. All administrative fees and expenses of arbitration will be divided equally between you and Mobiniti. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

YOU MUST CONTACT Mobiniti WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Mobiniti and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 7 S. Main Street Suite #227 Wilkes Barre, PA 18701 – USA.

CHANGES TO Terms of Use

You can review the most current version of the Terms of Use at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your

responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Use should be sent to us at legal@mobiniti.com.