

MobileBits Corporation Terms of Use and Service

Notice: We have updated our [Privacy Policy and Terms of Use](#) as of February 19, 2015

Thank you for choosing MobileBits Corporation (“MBC,” “us,” or “we”), providers of Mobile Commerce Networks and Services that allow Advertisers to deliver to Consumers the latest offers from Users’ favorite stores and restaurants. Users can decide from which Companies they would like to receive offers, news and other information, and can change their selections at any time. These Terms of Use and Service, together with any documents they expressly incorporate by reference and the terms that govern each Service, as defined below (collectively, these “Terms of Use and Service”), govern your access to and use of MBC’s websites, including the websites located at the domains <[samy.com](#)> and <[samy.net](#)>, and the Samy® software, including the web-based information platform with a corresponding mobile application (“Samy App”), and any content, functionality, and the components thereof (hereinafter individually referred to as each “Service” and collectively as the “Services”). To ensure a safe environment for all of our users (“User(s)” or “you”), we have established these Terms of Use and Service, which explain our expectations of you and your expectations of us. By accessing any Service, Users agree to be legally bound and to abide by the terms set forth below.

PLEASE READ THESE TERMS OF USE AND SERVICE CAREFULLY PRIOR TO USE OF THE SERVICE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Additional terms or requirements may apply to each Service. We may revise and update these Terms of Use and Services from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of any Service following the posting of revised Terms of Use and Service means that you accept and agree to the changes. You are expected to check these Terms of Use and Services frequently so you are aware of any changes, as they are binding on you.

Services are limited to those persons 13 years of age and older. Anyone under the age of 13 is prohibited from using the Services. For certain features or functionality offered by us or others through our Services, users must be at least 18 years of age. Each Service may be subject to separate terms of use from us or third parties that contain further age requirements.

I. USE OF THE SERVICE

“Users” are defined to include both those businesses and individuals that use the Services to provide targeted marketing to consumers (“Advertisers”) and the individual consumers of those targeted marketing campaigns (“Consumers”).

We reserve the right to withdraw or amend the Services, and any service or material we provide on or through the Services, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Services is unavailable at any time or for any period. Users must only access or use the Services in accordance with these Terms of Use and Service. Without limiting the generality of the foregoing, we reserve the right to refuse access to or use of any Service to anyone for any reason at any time and may. Without limiting the generality of the foregoing, verbal or written abuse of any kind (including threats of abuse or retribution) will result in immediate account termination. If a User’s access to or use of the Services is terminated, either voluntarily or involuntarily, User shall immediately cease using the Services.

You are responsible for:

- Making all arrangements necessary for you to have access to and use of the Services, including incurring third party fees, costs, or expenses, such as those incurred in association with Internet access, wireless telephone access, text messaging or other access and communication services fees. Please check your plan or call your telecommunications provider to be sure of all usage costs.

- Ensuring that all persons who access the Services through an internet connection which you share are aware of these Terms of Use and Services and comply with them.

To access and use the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including, but not limited to, through the use of any interactive features provided on or through the Services, is governed by our Privacy Policy [INSERT AS LINK PRIVACY POLICY], and you consent to all actions we take with respect to your information consistent with our Privacy Policy. If you are using these Services on behalf of a business entity, you agree that you are accepting these Terms of Use and Services both individually and on behalf of the business entity. Additionally, you represent and warrant that you have the requisite authority to accept and bind the business entity to these Terms of Use and Service on behalf of the business entity.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Services or portions of them using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal

information. You acknowledge and agree that you are responsible for keeping your password secure. MBC cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

The Services allow Advertisers to deliver to Consumers the latest news, updates, offers and more from Users' favorite stores and restaurants. Users can alter their account settings to better facilitate the delivery of offers, news and other information. Users can delete the Samy App at any time without restrictions or conditions. Please note, however, that deleting the Samy App also deletes all data collected by the Users on their smart phones and, in the event Users choose to use the Samy App again, this data would have to be collected again.

II. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

A. Disclaimer of Warranties

You understand that MBC and its affiliates, subsidiaries nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors, resellers, distributors, vendors, advertisers, partners, suppliers, service providers, successors, assigns, or the like (collectively "Providers") cannot and do not guarantee or warrant that files available for downloading from the internet or on or through the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL CONTAINED IN OUR SERVICES, OR ON ANY WEBSITE LINKED TO OR FROM OUR SERVICES.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER MBC NOR ITS PROVIDERS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER MBC NOR ITS PROVIDERS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

B. Limitation of Liability

IN NO EVENT WILL MBC OR ITS PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES OR WEBSITES LINKED TO IT OR PROVIDED THROUGH THEM, ANY CONTENT ON THE SERVICES OR SUCH OTHER SERVICES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR THE SERVICES OF OTHER, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MBC AND ITS PROVIDERS, FOR ANY CLAIM ARISING UNDER USE OR ACCESS TO THE SERVICES IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU ACCESS TO THE SERVICE AGAIN).

C. INDEMNIFICATION

You agree to defend, indemnify and hold harmless MBC and its Providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use and Services or your use of the Services, including, but not limited to, any use of the Services other than as expressly authorized in these Terms of Use and Service or your use of any information obtained from the Services.

D. Reasonableness

You acknowledge and agree that this Section II of these Terms of Use and Service is a fair and reasonable allocation of risk between you and MBC.

III. CONTENT

A. PROPRIETARY RIGHTS

Samy does not pre-screen Content; however, may at any time in its sole discretion refuse or remove any Content that is available on the Service.

"SAMY.COM", "SAMY.NET," "SAMY," and "MOBILEBITS" and the logos associated therewith are trademarks and/or service marks of MBC and/or its subsidiaries and/or affiliates. In addition, the colors, background, objects, "look and feel," layout, and the design, selection, combination and arrangement thereof appearing on the Services constitute the trade dress of MBC and/or its subsidiaries and/or affiliates. All rights reserved. You may not use any of MBC's

and/or its subsidiaries' and/or affiliates' trademarks, services marks, trade dress, graphics, or logos without prior written consent.

User acknowledges that the Service contains information, data, software, mobile software applications, photographs, graphs, videos, typefaces, graphics, music, sounds and other material owned by MBC and/or its subsidiaries and/or affiliates (collectively "Proprietary Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. User may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Proprietary Content, in whole or in part. If no specific restrictions are displayed, Users may make copies of select portions of the Proprietary Content, provided that the copies are made only for User's personal use and that User maintains any notices contained in the Proprietary Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C.A. Section 107), User may not upload, post, reproduce, or distribute in any way Proprietary Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other proprietary right.

To request consent to use any intellectual property of MBC, its subsidiaries or affiliates, please contact us in writing at:

MobileBits Corporation
Attention: Samy Intellectual Property Agent
5901 N. Honore Ave.
Suite 110
Sarasota, FL 34243

In addition to the foregoing, use of any software shall be governed by the software license agreement accompanying such software, if applicable. When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings. MBC gives you a limited, revocable, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by MBC as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the Service as provided by MBC, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The Services may also display other trademarks, product names, company names, logos, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material which are property of third parties. Said materials may not be used without prior written consent of said third parties or their affiliates, as the case may be. To request consent to use any intellectual property of third parties or their affiliates, please contact them directly.

B. DISTRIBUTION/UPLOADING OF THIRD-PARTY CONTENT

Except as set forth in Section III(A) above, titled "PROPRIETARY RIGHTS", Users may post, submit, publish, display, or transmit to other Users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Services. All User Contributions must comply with these Terms of Use and Service. Any User Contribution you post on or through the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on or through the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. By posting User Contributions, you represent and warrant that: 1) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and 2) All of your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. You hereby waive all rights generally known as "moral rights" in the User Contributions you post in the Services to the extent they can be waived under any existing or future law of any jurisdiction

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other User of the Services. User may only post User Contributions on the Service if it is 1) the owner and/ or author of the proprietary rights in the User Contribution and/or 2) it has the express authorization and consent of the owner of the proprietary rights in the User Contributions to post such User Contribution on or through the Services. Any copyrighted or other proprietary content contained in User Contributions with the consent of a copyright owner should contain a phrase such as "Copyright, owned by [name of owner]; used with permission." The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to criminal prosecution as well as personal liability for damages in a civil suit. User will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such submission. Neither MBC, nor its Providers will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such User Contributions, and User shall indemnify and hold harmless MBC and its Providers against the same.

C. INFRINGEMENT CLAIMS

In accordance with the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, MBC has designated the following agent to receive Notifications of Claimed Copyright Infringement on its site:

*MobileBits Corporation
Attention: Samy Copyright Agent
5901 N. Honore Ave.*

*Suite 110
Sarasota, FL 34243*

If you believe that your work appears on the Service in a way that constitutes copyright infringement, you may notify MBC and provide the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A copy of the copyrighted work that you claim has been infringed, or a description of the copyrighted work, including the URL (i.e., web page address) of the location where the copyrighted work exists;
3. Identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
4. 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;
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf;
6. Your address, telephone number and e-mail address.

D. THIRD-PARTY CONTENT AND THIRD PARTY DEALINGS

MBC is a distributor and not a publisher of content supplied by Users and third parties. Neither MBC nor its Providers guarantee the accuracy, timeliness, completeness or usefulness of any content, nor its merchantability or fitness for any particular purpose. MBC neither endorses nor is responsible for the accuracy or reliability of any content, promise, offer, opinion, advice, or statement made on the Service. Under no circumstances shall MBC or its Providers be liable for any loss, damage or harm caused by User's reliance on information obtained through the Services. It is the responsibility of User to evaluate the information, statement, promise, offer, opinion, advice, or other content available through the Services.

Additionally, neither MBC nor its Providers guaranty the merchantability or fitness for any particular purpose of any products or services offered by Advertisers or third party providers. MBC neither endorses nor is responsible for any products or services offered by Advertisers or third party providers. Under no circumstances shall MBC or its Providers be liable for any loss, damage or harm caused by User's use or consumption of any products or services offered by Advertisers or third party providers.

The Services may contain advertisements, promotions and links to external websites, including Advertisers' websites, which are not maintained by, or related to, MBC ("Unrelated Sites"). Such Unrelated Sites are provided as a service to Users and are not sponsored by or affiliated

with MBC. MBC has not reviewed any or all of such sites and is not responsible for the content of those sites. MBC is not responsible for webcasting or any other form of transmission received from any Unrelated Sites. Unrelated Sites are to be accessed at the User's own risk, and MBC makes no representations or warranties about the content, completeness or accuracy of Unrelated Sites.

Should User decide to obtain anything from any Unrelated Sites, even if offered through the Services, User understands that said relationship is directly with the Unrelated Site and not with MBC. Should User choose to assert a claim that relates to or implicates its relationship with an Unrelated Site, User shall only assert such claim against the Unrelated Site and not against MBC, even if MBC introduced User to the Unrelated Site or even if MBC assisted in billing for the Unrelated Site's offering. User is solely responsible for its dealings with any Unrelated Sites. With that said, MBC recommends that Users visit the privacy policies and terms of use of Unrelated Sites.

MBC strives to ensure that the Services works smoothly but cannot guarantee this at all times or everywhere. MBC therefore does not accept any liability for missed rewards, discounts, bonus points, offers, campaigns etc., irrespective of whether MBC, the User, Advertisers, or third parties were responsible for the Services not working.

The respective Advertisers and third parties are responsible for the content of all offerings that are communicated via the Services. MBC rejects all liability and reserves the right to forward all claims against MBC to the responsible Advertisers and third parties.

E. NO RECOMMENDATION

MBC neither recommends nor endorses the purchase of products from Advertisers or third parties. The Service serves exclusively as an information platform and itself does not offer for sale any third-party products or services.

Furthermore, MBC explicitly points out that most offers from Companies are made with the reservation "while supplies last" or "where applicable" or "at participating locations". This particularly applies to those offers with a start and end date or for regional promotions.

F. EXPORT

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. User agrees to abide by these laws and their regulations—including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any content derived from the Services to either a foreign national or a foreign destination in violation of such laws.

If User accesses the Services from a location outside of the United States, User: (1) acknowledges that any information provided to MBC and the Service will be transferred to the United States, (2) acknowledges that User consents to this transfer, (3) acknowledges that User is

responsible for compliance with all applicable laws, and that MBC accepts no responsibility for such access, and (4) consents to the adjudication of any disputes arising in connection with the Service in the federal and state courts of, and in accordance with the laws of, the state of Florida, USA.

IV. ONLINE CONDUCT

By using the Services, User is immediately bound by these Terms of Use and Service. There are no withdrawal rights or “cooling off” periods and User waives such withdrawal rights and “cooling off” periods unless the law requires withdrawal rights or “cooling off” periods despite User’s waiver, despite User’s use of the Services or despite User’s use of the Services upon completion of any sign-up processes.

User agrees to (i) use the Service only for lawful purposes and in a lawful manner in compliance with all state, federal and/or international laws, rules and policies, (ii) follow MBC’s rules of conduct and (iii) keep account passwords and answers to secret questions secret and to notify MBC of any security breach related to its Service.

User is prohibited from (i) engaging in, facilitating or furthering unlawful conduct, (ii) using the Service in any way which harms MBC, its Users, customers, Providers, or any customer of MBC’s Providers, (iii) linking the Services to any unsolicited bulk or commercial messages (spam), (iv) accessing and/or using the Services via automated means, (v) disabling, damaging, overburdening or impairing the Services, or attempting to do so, or modifying or rerouting the Services, or attempting to do so, without proper authorization, (vi) impairing or interfering with others’ use of the Services, (vii) selling, using, transferring, reproducing, modifying, editing, publishing, performing, displaying, posting, transmitting or distributing the transcript of any communication that you may have in connection with your use of the Services without the written permission of MBC, (viii) uploading, posting, e-mailing, transmitting, or otherwise making available any content which infringes on any trademarks, patents, copyrights or trade secrets or other proprietary rights of any party, (ix) reselling or redistributing the Services, or attempting to do so, (x) using the Services for purposes for which we did not intend their use, (xi) attempting to gain unauthorized access to any portion of the Services by hacking, password mining or any other illegitimate means, (xii) submitting content which falsely expresses or implies that such content is sponsored or endorsed by MBC, (xiii) embedding any page of the Services in frames running from other websites, (xiv) mirroring the Services on another website or server, (xv) removing any copyright, trademark or any other proprietary rights notices contained in or on the Services or (xvi) transmitting any worms, Trojan Horses, viruses, defects or any items of destructive nature.

Additionally, User is prohibited from posting on or transmitting through the Services any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law.

If MBC is notified of allegedly infringing, defamatory, damaging, illegal or offensive content provided by User (e.g., through an online review or chat room), MBC may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content from the Services. MBC may disclose any content or electronic communication of any kind: (i) to satisfy any law, regulation or government request; (ii) if such disclosure is necessary or appropriate to operate the Service; or (iii) to protect the rights or property of MBC, its Users and Providers.

MBC reserves the right to prohibit conduct, communication or content that it deems in its sole discretion to be harmful to individual Users, MBC, MBC's Providers, the communities that make up MBC and the Service, or any rights of MBC or any third party, or to violate any applicable law. Notwithstanding the foregoing, neither MBC nor its Providers can ensure prompt removal of questionable content after online posting. Accordingly, neither MBC nor its Providers shall assume liability for any action or inaction with respect to conduct, communication, or content on the Service.

Furthermore, we may deny you access to our Services if you do not comply with our terms or policies or if we are investigating suspected misconduct.

V. SOFTWARE

If you download or receive MBC's software, including, but not limited to the Samy App, you have the right to use the software only for the authorized use on the mobile instrument or computer on which you downloaded the software.

The software is subject to United States export laws and regulations. User agrees to comply with all domestic and international laws and regulations which apply to the software. These laws include, but are not limited to restrictions on destinations, end users and end use.

Additionally, if you disable the location services setting for Samy or remove or disable unwanted software such as adware, spyware, among others, it may cause some of the Service not to work or not to work properly.

VI. PRIVACY POLICY

In accordance with the terms of MBC's Privacy Policy, MBC respects the privacy of its Users. You can view MBC's Privacy Policy [here](#).

VII. TERMINATION OF USAGE

MBC may terminate User's access, or suspend User's access to all or part of the Service without notice, for any conduct that MBC, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another User, MBC or its Providers.

Additionally, MBC may change the Services or delete any Service at any time, for any reason, with or without cause, with or without notice. Upon cancellation of the Service, your right to use the Service will cease immediately.

Also, MBC may release the Service in pre-release versions which may not work properly or up to standard with the way the final version might work. There may be interruptions to the Service and/or extended downtimes. We may change the final version of any of our services or even decide not to release a final version at all.

MBC may terminate without cause at any time.

VIII. NO THIRD PARTY BENEFICIARIES

This contract is solely for the benefit of MBC and your benefit, not any other person or entity, with the exception of permitted successors and assigns under this contract.

IX. CLAIM MUST BE FILED WITHIN ONE YEAR

Any claim related to these Terms of Use and Service, including claims relating to purchases made through the Services, may not be brought unless brought within one year of when the claim could first be filed. If not filed within said time period, then that claim is permanently barred. This applies to you and your successors and to us and our successors and assigns.

X. NOTICES

You may notify us by contacting us at samytermsofuse@mobilebits.com.

MBC has the right to send you information in connection with the Services. There may also be additional information which the law requires us to send you. We may send you all information in electronic form via (i) email address you provided us with at the time you signed up for the Services, (ii) by access to a MBC website that will be designated in an email notice sent to you at the time the information is available or (iii) by access to a MBC website that is generally designated in advance for this purpose.

All notices provided by e-mail will be deemed delivered and received on the date of transmission of the e-mail.

If you do not consent to receive notices electronically, you must stop using the Services.

We may also communicate with you by telephone, in accordance with your wishes.

XI. ARBITRATION

All claims and disputes arising under or relating to these Terms of Use and Service are to be settled by binding arbitration in the state of Florida using Florida law. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American

Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in business contracts and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

XII. SEVERABILITY

The provisions of these Terms of Use and Service are intended to be severable. If for any reason any provision of these Terms of Use and Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability and will remain in full force and effect to the extent not held invalid or unenforceable, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. These Terms of Use and Service supersede any prior contract or statements regarding the use of the Service.

XIII. WAIVER AND ENTIRE AGREEMENT

The failure of MBC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and MBC and govern your use of the Service, superseding any prior agreements between you and MBC (including, but not limited to, any prior versions of the Terms of Service).

The headings used in these Terms of Use and Service are for convenience only and such headings are not to be used in determining the meaning or interpretation of these Terms of Use and Service.

XIV. ACKNOWLEDGMENT

These Terms of Use and Service came into effect on February 19, 2015.

Nothing in these Terms and of Use and Service shall be construed to establish a partnership, joint venture, agency, employment or other business relationship with MBC or its Providers.

The Terms of Use and Service represent the entire understanding between you and MBC regarding your relationship with MBC and supersedes any prior statements or representations. **YOU AGREE TO BE BOUND BY THE TERMS OF USE AND SERVICE** by using the Service. The aforementioned Terms of Use and Service are subject to change. When we change the Terms of Use and Service in a material way, a notice will be posted on our website, *www.Samy.com*, along with the updated Terms of Use and Service. Your use of our Services and any other service or software provided by MBC after such changes are implemented constitutes

your acknowledgement and acceptance of these changes. Please consult the aforementioned Terms of Use and Service prior to every use for any changes.

All contents of this site are Copyright © 2015 MobileBits Corporation. All rights reserved.