

Terms of Service

1. ACCEPTANCE OF TERMS

This service is provided by CellSigns, Inc ("CellSigns"). ("We" or "CellSigns") to you ("you" or "user" or "subscriber"), subject to the terms of this agreement ("Agreement"), and the rules that may be published from time to time by CellSigns. CellSigns currently offers services to users who agree to abide by (i) the terms and conditions of this Agreement; (ii) the privacy policy, and (ii) any guidelines posted on the CellSigns network of sites. CellSigns reserves the right to change the nature of this relationship at any time without notice to you. You may review the most current version of this Agreement at: <http://www.cellsigns.com/images/termsandconds.pdf>.

In addition, when using particular services of CellSigns, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted by CellSigns from time to time. All such guidelines or rules are hereby incorporated by reference into this Agreement. Users who violate the terms of this Agreement will have their CellSigns account ("Account") canceled and they may permanently be banned from using CellSigns.

2. DESCRIPTION OF SERVICE

CellSigns and Mobile Agent is a marketing and sales system that empowers Real Estate Agents to send property information by way of text messaging (the "Service"). You agree that the Service may include certain communications from CellSigns, such as service announcements and administrative messages, and that these communications are considered part of CellSigns membership and you may not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that CellSigns assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. BILLING AND PAYMENT TERMS

All fees are paid monthly via credit card unless otherwise established and approved by an officer of the company. An invoice will be sent to you each time your credit card is charged. By using this service, you agree to allow CellSigns to charge your credit card for fees incurred.

The service is billed based on the level of service you selected at the time of your order. Upon cancellation of the Service, you agree to remove all advertisements for the service from your signage.

4. CELLSIGNS PRIVACY POLICY

CellSigns requires certain information to provide its service, such as credit card numbers, cell phone numbers and billing addresses. CellSigns will never release your information to anyone for any reason without prior approval by you, unless required by law. As part of its service, CellSigns collects the phone numbers of prospective buyers that access information via text message (SMS). The phone numbers collected by your leased codes will never be shared with other users of the system nor will they be distributed outside the system, unless required by law. The phone numbers collected by your codes will not be released to you unless the consumer "requests" a "showing" or a "call from agent".

5. ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CellSigns of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CellSigns cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You agree to not use the Service to: upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; upload, post, email, transmit or otherwise make available any material that contains software 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; Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

You acknowledge that CellSigns may or may not pre-screen Content, but that CellSigns and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, CellSigns and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge, consent and agree that CellSigns may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of CellSigns, its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by CellSigns and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. INDEMNITY

You agree to indemnify and hold CellSigns, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service unless approved by an officer of the company.

9. MODIFICATIONS TO SERVICE

CellSigns reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CellSigns shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. TERMINATION

You agree that CellSigns may, under certain circumstances and without prior notice, immediately terminate your CellSigns account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) you have engaged in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your CellSigns account includes (a) removal of access to all offerings within the Service (b) deletion of your password and all related information, text associated to codes, activity reports and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in CellSigns's sole discretion and that CellSigns shall not be liable to you or any third-party for any termination of your account or access to the Service.

11. CELLSIGNS'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by CellSigns, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CELLSIGNS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CELLSIGNS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM

THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CELLSIGNS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CELLSIGNS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CELLSIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

14. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

15. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

16. NOTICE

CellSigns may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

17. TRADEMARK AND PATENT INFORMATION

The CellSigns logo, Mobile Agent Logo, Cellsigns Yard Sign, Sign Rider and image, Powered by CellSigns and SIGNS THAT CELL, trademarks and service marks and other CellSigns logos and product and service names are registered US Federal Trademarks of CellSigns, Inc. CellSigns grants you permission to use the CellSigns marks on advertising brochures, sign riders, website advertisements. Uses not associated with the intended use of the product without the prior approval

of CellSigns and its officers will result in an immediate cancellation of service. Upon cancellation of service you agree to remove all references to CellSigns from any and all materials and advertisements. Any attempt to copy, steal or infringe on Patent Rights, Trademarks or Service Marks owned by CellSigns Inc. will constitute a violation of US Federal Patent and Trademark law and will be subject to prosecution in federal district court.

18. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and CellSigns and governs your use of the Service, superseding any prior agreements between you and CellSigns with respect to the Service.

Choice of Law and Forum.

The TOS and the relationship between you and CellSigns shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and CellSigns agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Chester, Pennsylvania.

Waiver and Severability of Terms.

The failure of CellSigns to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability.

You agree that your CellSigns account is non-transferable and any rights to your CellSigns or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

User Notice of Cancellation.

Proper notice must be given by User in writing with 30-day notice by EMAIL ONLY. User must email CellSigns at billing@cellsigns.com using the email associated with their account. The email MUST include User Name, Company or Broker name, Phone number and Email Address so the proper account may be cancelled. CellSigns will email User receipt of termination within 2 business days of receipt and remove the User from future billings (if after the 30-day notice is given). Phone calls, voice mails or support ticket requests to cancel are not permitted

Signage.

Additional Signage may be ordered or reordered through an email to orders@cellsigns.com. Appropriate per sign and shipping fees apply and will be charged to the credit card on file. Upon cancellation of the Service, you agree to remove all advertisements for the service from your signage.

Message Fees by Wireless Carriers.

Users and Consumers using the system are subject to standard messaging fees unless otherwise stated which are the responsibility of the consumer to pay. Message and Data rates may apply (see your wireless carrier for more information on your SMS & Data plan).

Access to Service.

The User is responsible for obtaining access to the Service and that access may involve third party

fees (such as Internet service provider or airtime charges). User is responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

MLS Data (CellSigns Broker and Mobile Agent - if applicable).

All MLS fees incurred by CellSigns to obtain a proper IDX/RETS data is the responsibility for the Subscriber. Failure to obtain MLS approval may result in a partial refund of 50% of the setup fee charged upon sign-up to service if the MLS Board rejects the application between the Broker, Subscriber and/or CellSigns. Complete cooperation is required by the Subscriber to receive approval for new applications where access to the MLS Data is not available by CellSigns. Once the MLS approves the data agreement for IDX/RETS data, it may take up to 4 weeks to secure the data, format the feed and provision new service.

Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

19. VIOLATIONS

Please report any violations to TOS@cellsigns.com