



# Subtext Terms of Use

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## I. Introduction

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- A. These Terms of Use ("TOU") explains your rights and obligations in accessing, visiting and/or using the proprietary text communication software-as-a-service known as Subtext ("Subtext"), brought to you by Alpha Group, a division of Advance Local Media LLC ("Alpha Group"). All rules, restrictions and/or limitations that apply to Subtext, whether listed in these TOU, the User Agreement, the Privacy Policy, or posted at various points in Subtext (including the Subtext [website](#)), or otherwise communicated to users of Subtext are, together with the associated Subtext Subscription Agreement(s) and any amendments thereto signed by you and Alpha Group ("Agreement"), are the terms and conditions that govern your access to and use of Subtext. In the event of a conflict between the terms of these TOU and the terms of the Agreement, the terms of the Agreement shall control and prevail with respect to Subtext.
- B. By purchasing Subtext, registering for any aspect of Subtext, or otherwise accessing, visiting or using Subtext, you consent and agree to be bound by the terms of these TOU. If you do not agree with the terms and conditions of these TOU, you should not access, visit and/or use Subtext. We advise that you print or retain a digital copy of these TOU for future reference. This TOU may be modified from time to time. Continued access, visitation and/or use of Subtext by you, or continued receipt of a Product, will constitute your acceptance of any changes or revisions to the TOU.
- C. These TOU do not apply to websites, apps, destinations, or other offerings that Alpha Group does not own or control, even if they are linked to or from Subtext. All capitalized terms used in this TOU that are not otherwise defined have the meanings set forth in the Agreement.

## II. Monitoring

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- A. We strive to provide an enjoyable online experience for our users, so we may monitor activity on Subtext to foster compliance with the TOU. You hereby specifically agree to such monitoring. Nevertheless, we do not make any representations, warranties, covenants or guarantees that: (1) Subtext, or any portion thereof, will be monitored for accuracy or unacceptable use, (2) apparent statements of fact will be authenticated, or (3) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with the TOU. We generally do not pre-

screen Content before it is posted, uploaded, transmitted, sent or otherwise made available on or through Subtext by Clients.

- B. While you may freely discuss your Content with Alpha Group, you should not rely on Alpha Group for individual advice on such Content. Instead, Alpha Group recommends that you talk in person with a qualified professional. Alpha Group will not be liable for evaluating the merits and/or risks associated with Content. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THE AGREEMENT, ALPHA GROUP AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR LOSS IN CONNECTION WITH CONTENT DEPLOYED OR OBTAINED ON OR THROUGH SUBTEXT.

### **III. Registration Information**

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- A. Alpha Group may at times require that you register for and/or set up an account/profile to access, visit and/or use certain portions of Subtext, or Subtext as a whole, in which case you may be required to provide Registration Information. You will ensure that all Registration Information provided by you is true, accurate, complete, up-to-date, and solely yours. If any of your Registration Information changes, you are responsible for updating it promptly by using the mechanism or contact information on Subtext that allows you to change or update your Registration Information, if available or, if unavailable, by notifying Alpha Group. ALPHA GROUP SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE, COMPLETE OR UP-TO-DATE REGISTRATION INFORMATION, INCLUDING WITHOUT LIMITATION YOUR FAILURE TO RECEIVE CRITICAL INFORMATION. ADVANCE LOCAL SHALL NOT BE RESPONSIBLE FOR VERIFYING YOUR REGISTRATION INFORMATION.
- B. Alpha Group reserves the right at any time, with prior notice to you, to remove or require a change to or repossess any password and/or User ID that has been provided to you, any avatar you may be using or other Registration Information, or otherwise change the access means or methods for portions of Subtext, or Subtext as a whole.
- C. You will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize or permit anyone else to access and/or use your Registration Information, or access, visit and/or use Subtext by use of your account/profile and/or Registration Information. You may not access and/or use anyone else's Registration Information, or access, visit and/or use Subtext by use of anyone else's account/profile and/or Registration Information. You may not sub-license, transfer, sell, rent or assign your Registration Information to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of the Agreement.
- D. You are solely responsible for all access or visitation to, usage of, or activity on, your account/profile including, but not limited to, use of the account/profile by any person who uses your Registration Information, with or without authorization, or who has access to any Device on which your account/profile resides or is accessible.
- E. If you have reason to believe that your account/profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you are responsible for promptly changing the affected Registration Information by using the mechanism or contact information on Subtext, if available, and/or close the account/profile.

### **IV. Rules of Usage**

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- A. **Use of Subtext by You.**

- i. You shall ensure that the Device and all equipment, hardware, software, products and/or services you use to access, visit, or use Subtext does not disturb or interfere with our operation of Subtext, or impede or interfere with others' access, visitation and/or use of Subtext. We reserve the right, in addition to our other remedies, with or without notice, to immediately disconnect from Subtext any Device or other equipment, hardware, software, product and/or services causing interference with us, Third Party Providers, or Subtext.
- ii. You are solely responsible for all usage of, or activities on, Subtext by you and by those you authorize or allow to use, or provide access to, Subtext, for example, by authorizing or allowing access to your account/profile or any Device on which Subtext resides or is accessible.
- iii. You acknowledge that we have not reviewed and do not necessarily endorse the Content available on or through sites, applications, destinations or services linked to or accessible from Subtext and are not responsible for the Content, or actions of any other sites, applications, destinations or services. Your linking to or accessing any other site, application, destination or service is at your sole risk.
- iv. You must comply with all local, state, federal, provincial, national, international, and foreign laws, rules, and regulations in accessing and using Subtext, and will immediately notify us if you learn of or suspect a security breach or any illegal activity in connection with Subtext.
- v. You must comply with all applicable import and export control laws, rules, and regulations of the United States and other countries, and you must not transfer, by electronic transmission or otherwise, any Content subject to restrictions under such laws, rules, or regulations to a site, application, destination, location, person or entity, or for an end use, prohibited thereby.
- vi. You will not post, upload, transmit, send or otherwise make available any Content on or through Subtext that cannot be exported without prior government authorization or notification, including without limitation certain types of encryption software.
- vii. You agree, represent, warrant, covenant and guarantee that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**B. Prohibitions on Use of Subtext.** Absent explicit prior written consent in certain situations, you may not, nor may you allow, enable, authorize, instruct, encourage, assist, suggest, inform, or promote that others, directly or indirectly, do any of the following for any reason:

- i. impersonate, imitate or pretend to be somebody else, by setting up different accounts/profiles or otherwise, or falsely state, represent, or imply any affiliation, association, or connection with a person or entity when using Subtext;
- ii. falsely state, represent, or imply any affiliation, association, or connection between any person or entity, including without limitation you, your company, or your site, application, destination or service, with Subtext, us, or Third Party Providers;
- iii. post, upload, transmit, send or otherwise make available on or through Subtext any Content that constitutes junk mail, spam, pyramid schemes, chain letters, phishing, advertising, and/or commercial offers, including without limitation touting or recommending any stocks or particular security, portfolio of securities, transaction or investment strategy;
- iv. post, upload, transmit, send, or otherwise make available on or through Subtext any unsolicited bulk communication;
- v. engage in personal attacks, use any language that is, or post, upload, transmit, send or otherwise make available on or through Subtext any Content about an individual that is,

abusive, intimidating, bullying, harassing, hateful, violent, or that victimizes, degrades, defiles or disparages an individual, on or through Subtext;

- vi. use any language that is, or post, upload, transmit, send or otherwise make available on or through Subtext any Content about a group that is, hateful, violent, or that victimizes, degrades, defiles or disparages any group based on race, gender, gender identity, religion, national origin, disability, sexual orientation, or age, or otherwise engage in what we deem to be racism, sexism, ageism, religious intolerance, bigotry, ethnic slurs, or homophobia;
- vii. use any language, or post, upload, transmit, send or otherwise make available on or through Subtext any Content that may or is intended to enable, authorize, instruct, encourage, assist, suggest, or promote activities that incite violence, constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal, provincial, national, international, or foreign law, rule or regulation;
- viii. stalk others on or through Subtext, or using information obtained on or through Subtext, or otherwise contact other users in the physical world without their permission using information obtained on or through Subtext;
- ix. use any language that is, or post, upload, transmit, send or otherwise make available on or through Subtext any Content that is, or depicts anyone engaged in any act deemed by us to be, pornographic, obscene, sexually explicit, perverse, illicit, indecent, lewd, or lascivious;
- x. engage in "cyber-sex" or "sexting" or solicit another to participate in "cyber-sex" or "sexting" on or through Subtext;
- xi. use any language, or post, upload, transmit, send or otherwise make available on or through Subtext any Content that we deem to be offensive, immoral, vulgar, crude, harmful, violent, deceptive, or otherwise inappropriate;
- xii. post, upload, transmit, send or otherwise make available on or through Subtext any Content that you are bound to not disclose, by agreement, contract, fiduciary duty, employment relationship, or otherwise, such as insider information, proprietary and/or confidential information, or trade secrets;
- xiii. provide professional advice or post, upload, transmit, send or otherwise make available on or through Subtext any Content intended to provide professional advice about medical, health, legal, tax, financial, or investment issues;
- xiv. discuss the mechanics of sweepstakes, contests, auctions, flash sales or similar promotions available on or through Subtext, or attempt to manipulate, corrupt or otherwise affect the outcome of any such promotions;
- xv. post, upload, transmit, send, or otherwise make available on or through Subtext any Content that illustrates, depicts anyone engaged in, or is intended to enable, authorize, encourage, assist, suggest, inform, promote or give instructions for weapon and/or explosive manufacture or use;
- xvi. post, upload, transmit, send or otherwise make available on or through Subtext any Content that infringes, violates, or breaches the copyright, trademark, trade secret or any other personal or proprietary right of us, Third Party Providers, other users, and/or any third party;
- xvii. copy, reproduce, modify, or create derivative works of any copyright, trademark, or other proprietary legends, symbols, marks, or notices on Subtext, or attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of any third party content;
- xviii. copy, reproduce, modify, reverse engineer, decipher, decompile, disassemble, store, cache, aggregate, publish, distribute, or otherwise use any third party content obtained on or through Subtext, in whole or in part, except as permitted by the Copyright Act or other law or as expressly permitted in writing by the Agreement;

- xix. copy, reproduce, modify, reverse engineer, decipher, decompile, disassemble, or otherwise attempt to derive any source code or underlying ideas or algorithms of Subtext, in whole or in part;
  - xx. attempt to or in fact disrupt, overwhelm, attack, hack, destroy, damage, disable, impair, repossess, alter, tamper or interfere with Subtext, or impede or interfere with others' access, visitation, and/or use of Subtext, in any way or by any means; or
  - xxi. post, upload, transmit, send or otherwise make available on or through Subtext any software disabling devices, time bombs, keystroke loggers, Trojan horses, cancelbots, viruses, worms, bugs, corrupted files, spyware, adware, malware, malicious programs or code, or devices or defects of similar nature.
- C. Prohibited Message Categories.** Absent explicit prior written consent in certain situations, certain SMS and MMS message categories are not allowed and/or may be subject to restrictions in the United States or Canada, including but not limited to (i) high-risk financial services; (ii) third-party lead generation services; (iii) debt collection or forgiveness; (iv) "get rich quick" schemes; (v) illegal substances/articles (e.g. cannabis, CBD, fireworks); (vi) prescription drugs; (vii) gambling, casino apps, gambling websites; and (viii) "S.H.A.F.T." use cases (e.g. sex, hate, alcohol, firearms, tobacco).
- D. Data Imports.** You are solely responsible and liable for any data, including but not limited to pre-collected telephone numbers, that you import or upload into Subtext ("**Data Imports**"). You represent and warrant that: (i) you have obtained all necessary and legally required consent from each contact included in Data Imports; (ii) your use of Data Imports complies with applicable law or the privacy rights or other rights of any person or entity; (iii) your Data Imports do not contain any Sensitive Personal Information ("SPI") as defined in the CCPA, or personally identifiable information from children under thirteen (13); (iv) your Data Imports were not purchased, rented, or otherwise provided by a third-party; and (v) any previously imported data has been collected in accordance with applicable laws. In addition, you agree to comply and maintain appropriate records to demonstrate your compliance with the foregoing representations and warranties. ALPHA GROUP SHALL NOT BE RESPONSIBLE FOR VERIFYING ANY DATA IMPORTS AND SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OBLIGATIONS YOU HAVE IN CONNECTION WITH ANY DATA IMPORTS.
- E.** ANY ATTEMPT TO DO ANY OF THE FOREGOING PROHIBITED ACTS, OR TO OTHERWISE UNDERMINE THE OPERATION OF SUBTEXT, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT, IN ADDITION TO OUR OTHER REMEDIES, TO SEEK DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

## V. Content, Features, and Copyright Complaints

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- A. Content on Subtext is Not Necessarily Endorsed by Us.** We do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted, uploaded, transmitted, sent or otherwise made available on or through Subtext. Any Content posted, uploaded, transmitted, sent or otherwise made available on or through Subtext, including advice and opinions, are the views and responsibility of those who post the Content and do not necessarily represent our views or the views of our licensors, vendors, and/or service providers. You agree that we and our licensors, vendors, and/or service providers are not responsible, and shall have no liability to you, with respect to any Content posted, uploaded, transmitted, sent or otherwise made available on Subtext, including Content that violates the Agreement.
- B. Use of Content Supplied by You.**

- i. To learn about our use of Personal Information that may be collected in connection with your access, visitation and/or use of Subtext, please see the Advance Local [Privacy Policy](#).
  - ii. Except as expressly provided otherwise in the Agreement, you or the owner of any Content you post, upload, transmit, send or otherwise make available on or through Subtext retains ownership of all rights, title, and interests in such Content. However, by posting, uploading, transmitting, sending or otherwise making available Content, registering for Subtext, or engaging in any other form of communication with us you irrevocably grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide right and license to copy, reproduce, modify, edit, adapt, translate, enhance, reformat, remix, create derivative works of, publish, post, display, distribute, broadcast, perform, transmit, sell, share, sublicense, syndicate, or otherwise provide to others, use, or change all such Content and communications, in any medium and for any purpose, including commercial purposes, and to authorize others to do so.
  - iii. Please be aware that Content you disclose in publicly accessible portions of Subtext may be available to other users, so you should be mindful of Personal Information and sensitive Content you may wish to post.
  - iv. WE ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF CONTENT OR PERSONAL INFORMATION YOU POST, UPLOAD, TRANSMIT, SEND OR OTHERWISE MAKE AVAILABLE ON SUBTEXT.
- C. Editing, Additions and Deletions.** We reserve the right, but undertake no duty, in our sole discretion, with or without notice, to review, edit, move, add, delete, or otherwise change any features and/or functionality available on or through, or downloadable from, Subtext, including without limitation any Content in your account/profile, or any of your messages, posts, or threads. This includes updates or upgrades to Subtext, automatic or otherwise. You agree to accept, and to take no action to interfere with, automatic upgrades or updates. Any changes to Subtext may not be consistent across all platforms or Devices. Even after Content is removed from your account/profile, copies of that Content may be retained and/or remain viewable by us, service providers and/or other third parties, including other users.
- D. Copyright Complaints.** We respect the intellectual property of others, and we ask our users to do the same. To learn about Copyright Complaints in connection with your access, visitation and/or use of Subtext, please see the Advance Local [User Agreement](#).

## VI. Legal

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- A. Indemnification.** Subject to the terms of the Agreement, you agree to indemnify, defend and hold harmless us from and against any and all Claims which may arise out of or are in any way connected with your access, visitation and/or use of Subtext, your Content, unauthorized use of Content obtained on or through Subtext, breach or alleged breach of the Agreement, or from any of your acts or omissions in connection with Subtext.
- B. Disclaimer of Warranty and Limitation of Liability.**
- i. YOU ACKNOWLEDGE THAT YOU ARE USING SUBTEXT AT YOUR OWN RISK. SUBTEXT IS PROVIDED "AS IS", "WITH ALL FAULTS" AND ON AN "AS AVAILABLE" BASIS, AND WE DO NOT MAKE, AND WE HEREBY EXPRESSLY DISCLAIM, ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM.

- ii. WE ARE NOT RESPONSIBLE FOR INCOMPLETE, INCORRECT, LOST, DELAYED, LATE, MISDIRECTED, GARBLED, DAMAGED, ILLEGIBLE, UNDELIVERABLE, OR INCOMPLETELY RECEIVED CONTENT, PORTIONS OF SUBTEXT, OR COMMUNICATIONS OR MESSAGING FROM OR TO US OR YOU FOR ANY REASON, INCLUDING BY REASON OF HARDWARE, SOFTWARE, BROWSER, NETWORK, COMMUNICATIONS SYSTEM FAILURE, MALFUNCTION, DELAY, OR CONGESTION, OR ANY INCOMPATIBILITY AT OUR SERVERS OR ELSEWHERE.
  - iii. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED OR ARISING OUT OF THE AGREEMENT, SUBTEXT, CONTENT, THE SALE, PURCHASE, RECEIPT, USE OR MISUSE OF ANY PRODUCT, YOUR ABILITY OR INABILITY TO ACCESS, VISIT AND/OR USE SUBTEXT. IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE ONE MONTH PERIOD IN WHICH THE CLAIM AROSE.
  - iv. ALPHA GROUP ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THE INTERNET AND TELECOMMUNICATIONS PROVIDERS' NETWORKS ARE INHERENTLY INSECURE AND THAT ALPHA GROUP WILL HAVE NO LIABILITY FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CONTENT OR DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER'S NETWORK.
- C. Termination or Suspension.** Subject to the terms of the Agreement, we reserve the right, in addition to our other remedies, to terminate, discontinue, suspend and/or restrict Subtext, your account/profile, your ability to access, visit and/or use Subtext or any portion thereof (including any Content), including without limitation any of our purported obligations hereunder, for any or no reason, with or without notice.
- D. Arbitration, Waiver of Class Action Suits, and Dispute Resolution.** The provisions of [Section VIII\(G\)](#) in the Advance Local User Agreement should be broadly construed to cover any Claim arising out of or related to the TOU.

## VII. Glossary

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As used in this TOU, the following terms have the following meanings:

- **"Device"** means any computer, tablet, mobile phone, television, or any other device capable of accessing Subtext.
- **"Third Party Providers"** mean any third party unaffiliated with us that play a role in providing Subtext and enabling you to acquire, access, visit and/or use Subtext via your Device, including without limitation equipment, hardware and software manufacturers and providers, telephone, mobile, wireless, cable, and Internet network providers and carriers, sellers or providers of technology or products, as well as vendors, service providers and others we retain to host, run, track, and otherwise administer portions of Subtext.
- **"We", "Us", "Our", "Alpha Group", "Advance Local"** whether capitalized or not, means Advance Local Media LLC, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, independent and sub-contractors, agents, representatives, successors and assigns.
- **"You" or "Your"** whether capitalized or not, means all those who access, visit and/or use Subtext, whether acting as an individual or on behalf of an entity, including you and all persons, entities, or digital engines of any kind that harvest, crawl, index, scrape, spider, or mine digital content by an automated or manual process or otherwise. "You" and "Your" also includes your administrators, executors, successors and assigns.

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If you don't agree to the terms contained in these Terms of Use, you must immediately exit Subtext.

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