

Terms of Agreement

Last Updated: January, 2022

Overview.

Mobile Assistant, Inc. (“Mobile Assistant”, “we”, “us” and terms of similar meaning) provides this website (in these Terms we call this website and any successor websites, the “Site”) and the Products and Services (individually and collectively, the “Services”) found at this Site, to you subject to these Terms and Conditions of Use (these “Terms”). If you are agreeing to these Terms on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms, in which case the Terms “you”, “your”, “User”, “Subscriber” or “Customer” shall refer to such corporate entity. Nothing in these Terms shall be deemed to confer any third-party rights or benefits. Please read these Terms carefully before using the Site and/or Services. By accessing or using the Site or by merely browsing the Site you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site or Services.

Use of the site and services.

In order to utilize the Services you will be asked to create an account (“Account”) by providing certain personal information such as your name, email address, physical address and major credit card number. (The Site’s [Privacy Policy](#) explains how such information may be collected and used). Mobile Assistant offers a number of Services on the Site. When you enroll to obtain a Service from Mobile Assistant on the Site, you accept the specific Terms applicable to that Service. Your use of any such Service offered on the Site is governed by the Terms and Conditions for that Service. Except as provided in the Terms, Mobile Assistant does not warrant that any product descriptions or content contained in the Site is accurate, current, reliable, complete, or error-free.

You may not use the Site in any manner that: (i) imposes an unreasonable or disproportionately large load on the Site’s infrastructure, or otherwise adversely affects, restricts or inhibits any other User from using and enjoying the Site; (ii) introduces a virus or other harmful component to the Site; (iii) constitutes or contains false or misleading indications of origin or statements of fact including but not limited to impersonating any other person; (iv) contains any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine; (v) results in the transmission of any information, data, text, images, links, files, etc., except in connection with your authorized use of the Site and (vi) results in the harvesting of any information concerning other Users of this Site.

You acknowledge and agree that Mobile Assistant is not responsible for performance degradation and delays due to conditions on the internet or due to the equipment actions of wireless or landline service providers for either voice or data transmission.

Mobile Assistant is providing you with access to the Service for the purpose of allowing you to dictate certain kinds of information and data and to have this information and /or data returned to a personal

computer, designated by you, as transcribed notes. You agree to use the Service in a manner consistent with this Agreement.

Mobile Assistant is providing access to and use of the Service to you only, and you agree not to share your password with any other individual or entity or allow any other individual or entity to utilize the Service on behalf of themselves, on your behalf, or otherwise.

Mobile Assistant allows Subscribers to register a mobile phone number and up to one alternate phone number for identification purposes. You may only register numbers that are under your exclusive control. If we find that a Subscriber has registered a shared office number or other phone number that is not exclusively used by the Subscriber, we reserve the right to remove the phone number from the account. Mobile Assistant Service is available for one subscriber per dictation only. We reserve the right to not transcribe a dictation with more than one dictator and cancellation of the subscription.

Registration data, and account security.

The Site is available to persons who are 18 years and older, who have properly registered and who have not been suspended or removed by Mobile Assistant for any reason (an "Account Holder"). As an Account Holder, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to Mobile Assistant, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Mobile Assistant. You are responsible for all activity on your Mobile Assistant account, and for all charges incurred by your Mobile Assistant account. Accounts are void where prohibited by law. Mobile Assistant reserves the right to revoke or prohibit your account for any reason at any time, without notice, but, in particular, upon any violation of any of these Terms or the Privacy Policy.

Term; termination.

This Agreement shall be effective as of the date when you first use the Service, or pay your first bill, whichever comes first. This agreement automatically renews at the end of each billing period and will be renewed for the same period and Terms as the previous bill period. You agree to pay each renewal until such time as this Agreement is terminated in accordance with provisions below.

Mobile Assistant reserves the right, in its sole discretion, to terminate your access to the Site and related Services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Iowa and you hereby consent to the exclusive jurisdiction and venue of courts in Iowa in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

In addition, if any personal information provided by you to Mobile Assistant, including billing and credit card information, is incomplete or inaccurate, Mobile Assistant reserves the right to terminate this Agreement. Finally, either you or Mobile Assistant may terminate this Agreement at any time without cause by providing notice in writing or by email to the other party, provided that any such notice to Mobile Assistant by email be sent to support@mobileassistant.us. In the event of termination, you shall remain responsible for all charges and fees incurred by you in connection with the use of the Service through and including the date of termination and any prepaid but unearned subscription fees, paid by you to Mobile Assistant, shall be considered earned and no refund shall be given.

Fees and charges.

Fees and any other charges for the use of the Site and Services are described on the Site. You agree to pay any and all prices and fees due for all Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted. Prices may change from time to time. If we change them, we will give you at least 30 days' notice. If they do change, your continued use of the Site or Services after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs. Payment for purchased Services shall be made by valid payment method (acceptable to Mobile Assistant) at the time of purchase at the fee set forth on the Site. Any recurring payments for Service shall be automatically charged to the credit card provided by you (and acceptable to Mobile Assistant) at the time of your purchase (with such payments being charged in advance, as applicable) each month or annually, as applicable and you hereby agree that Mobile Assistant is authorized to charge the payment method on file.

In addition to recurring service fees, Mobile Assistant may charge set up fees and other one-time fees for any of the Services ("One-time Fees"). All One-time Fees shall be charged to the payment method provided by you (and acceptable to Mobile Assistant) at the time of your purchase, and you hereby agree that Mobile Assistant is authorized to charge the payment method provided by you. Mobile Assistant, in its sole discretion, shall determine the prices it will charge for all One-time Fees. If you believe that the billing or invoice is incorrect, you must contact us within 60 days of the billing period start date to be eligible to receive an adjustment or credit.

Your account is considered delinquent (in arrears) if full payment is not received by the billing period start date. If your account is delinquent for 30 days, we will deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email or phone if we decide to deactivate your account. If after your account has been deactivated, it stays delinquent and we don't hear from you, we may terminate it at any time and without notice.

You and Mobile Assistant may terminate these Terms and your use of the Site at any time. If you terminate your use of the Site you must pay the fees applicable for the balance due on your account.

Ownership, copyright and trademarks.

The content on the Site and Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users is called "User Content". For example, data about its Customers that a Subscriber provides to the Site is User Content of that Subscriber, data about its accounts that a Customer provides to the Site is User Content of that Customer, and Content that a User enters into the Mobile Assistant forum or enters as a comment on the Mobile Assistant blog is User Content of the User.

User Content is that User's property, except to the extent that User's Content is subject to Broker Dealers/Investment Advisors books and records regulatory requirements, including, but not limited to; SEC Books and Records requirements, Rule 17a-3 and 17a-4; FINRA Books, Records and Reports requirements – Rule 4500; SEC Rule 204-2 of the Investment Advisors Act; MSRB Rules G-8 and G-9 (collectively, "Books and Records Requirements"). If you are a registered representative and/or an investment advisory representative, your access to your Content may be restricted upon your termination from that Firm based upon the ownership interests of the Firm or other individuals registered with that Firm, and in accordance

with the applicable privacy and books and records regulatory requirements. Mobile Assistant's right to User Content described in the Section: LICENSE OF YOUR USER CONTENT TO MOBILE ASSISTANT.

The Site is made available through agreements with certain Broker/Dealers or Registered Investment Advisors ("Firm"). Certain Firms have entered into agreements with Mobile Assistant that allow you to enter into your User Agreement and to access and use the Mobile Assistant Site. Firms may assert ownership interests in materials posted with Mobile Assistant and may require that Mobile Assistant enter into agreements that restrict your ability to access information generated while you are with that Firm, after you terminate your affiliation with the Firm. Mobile Assistant will enforce these agreements as directed by the Firm, solely as a ministerial function and does not make decisions as to the actual ownership of the User Content. Please consult with your Firm on any restrictions that you may have that restrict your access to User Content upon your termination with the Firm.

Other than the User Content, the Site, the Services, all Content and all software available on the Site or used to create and operate the Site are the property of Mobile Assistant or its licensors, and are protected by US and international copyright and other intellectual property laws, and all rights to the Site, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, Services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Mobile Assistant.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, and forms) of Mobile Assistant without the prior written consent of Mobile Assistant. You may not use any meta tags or any other "hidden text" utilizing our name, trademarks, service marks, or trade names without the prior written consent of Mobile Assistant. You may not use our names, trademarks, service marks, trade names, logos, slogans, or proprietary graphics as any part of a link without the prior written consent of Mobile Assistant. Any unauthorized use terminates any license or permission granted by Mobile Assistant. Except as expressly stated above, nothing contained herein shall be construed as granting, by implication, estoppel or otherwise, any license or right to the content of the Site.

All Mobile Assistant trademarks, service marks, trade names, logos, slogans, and other identifying marks appearing on the Site are the sole and exclusive property of Mobile Assistant. You may not copy or use any of Mobile Assistant's marks or any marks confusingly similar to Mobile Assistant's marks without the prior written consent of Mobile Assistant, nor may you use Mobile Assistant's marks in any manner that discredits or disparages Mobile Assistant. All other trademarks not owned by Mobile Assistant that appear on the Site are the property of the respective owners, who may or may not be affiliated with, connected to, or sponsored by Mobile Assistant.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to other people. You represent and warrant that you have all necessary rights to the User Content and that User's use and/or display of the User Content will not violate any third party intellectual property right. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Site, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any User Content you post or store on the Site.

License of your user content to Mobile Assistant.

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site, and provide the Services provided by the Site, now and in the future. For example, if you leave comments on the Mobile Assistant blog or posts on the Mobile Assistant forum, we need your license to display that User Content on the Site and in Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. If you are a Subscriber and enter activity data in relation to a Customer and configure your account to display activity data to your Customers, we need your license to that User Content to use it in the operation of the Site, and we need the right to sublicense that User Content to your Customers for that purpose.

Therefore, by posting or distributing User Content to or through the Site or Services, you (a) grant Mobile Assistant and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content on the Site, in the manner in and for the purposes for which the Site from time to time uses such User Content; (b) represent and warrant that (i) subject to the applicable Books and Records Requirements or ownership rights of third parties including your broker/dealer or investment advisor, you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Site; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users, you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Site, as described in this Section. These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Site. And they are transferable because we need the right to transfer these licenses to any successor operator of the Site. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Site does this to your User Content when it processes it for use in the Site. When your Mobile Assistant account is terminated, your User Content will shortly thereafter not appear on the Site, except for User Content submitted to our forum or comments on our blog, which may remain on the Site after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes.

Our license of content to you.

Mobile Assistant grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Site and to view, copy and print the portions of the Content available to you on the Site. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Site or the Content, or reproduce, distribute or display the Site or any Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; (v) you may not use the Site or the Content other than for its intended purpose; and (vi) you agree not to circumvent, disable or otherwise interfere with

the security-related features of this Site or the Services found at this Site (including without limitation, those features that prevent or restrict the use or copying of any Content).

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. The license in this Section is revocable by Mobile Assistant at any time. You represent and warrant that your use of the Site and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

To request permission for uses of Content not included in this license, you may contact Mobile Assistant at the address set out at the bottom of these Terms.

Use of interactive areas and the site.

The Site may contain discussion forums, bulletin boards; review Services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on the Site ("Interactive Areas"). If Mobile Assistant provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. User Content submitted to any public area of the Site will be considered non-confidential. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use, or such information is publicly available;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- Content that, in the sole judgment of Redtail, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Redtail or its affiliates or its Users to any harm or liability of any type.

Finally, Mobile Assistant has a "zero-tolerance" policy towards SPAM: you may not use the Interactive Areas or the Site generally to send commercial or other messages to any third-party if those messages are not solicited, authorized or welcomed by the third-party, and in your use of the Site you must comply with all applicable laws, including laws that apply in any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

Providing a reliable and secure service.

Mobile Assistant puts a great deal of effort into ensuring that our Service operates all the time and that it is a secure environment for your data. We use what we believe to be “best-of-class” hosting Services and Security Technologies that we believe provide you with a secure and safe environment.

To safeguard your information, Mobile Assistant uses restrictive firewalls to protect stored data and uses a minimum of 128 bit SSL certificates to encrypt data transferred between you and the Site.

However, no system is perfectly secure or reliable, the internet is an inherently insecure medium, and the reliability of hosting Services, internet intermediaries, your internet service provider, and other service providers cannot be assured. When you use Mobile Assistant, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

Links to other sites.

The Site may contain links to third-party websites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information. Third-Party Sites include payment processors and other payment intermediaries that you may use in connection with your use of the Site. Your use of links to Third-Party Sites, and any Third-Party Content or service provided there at your own risk. Mobile Assistant does not monitor or have any control over and makes no claim or representation regarding Third-Party Content or Third-Party Sites. Mobile Assistant provides these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Mobile Assistant’s endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. Mobile Assistant accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or websites linking to the Site. When you leave the Site, our Terms and Policies no longer govern. You should review applicable Terms and Policies, including privacy and data gathering practices of any Third-Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Advertisements and promotions.

Mobile Assistant may run advertisements and promotions from third parties on the Site and through the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Mobile Assistant, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Mobile Assistant is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site or through the Services.

Disclaimer of service warranties.

The Site, the Content and the Services provided by the Site are provided to you on an “as is” and “as available” basis without warranties from Mobile Assistant of any kind, either express or implied. Mobile Assistant expressly disclaims all other warranties, express or implied, including without limitation implied

warranties of merchantability, fitness for a particular purpose, title and non-infringement. Mobile Assistant does not represent or warrant that Site, Services or Content are accurate, uninterrupted, free of viruses or other harmful components, complete, reliable, current or error-free, and expressly disclaims any warranty or representation as to the accuracy or proprietary character of the Site, the Services or the Content or any portion thereof.

No additional warranty for your personal computer(s), wireless or landline phones(s) are provided as a result of using the Service. Mobile Assistant specifically disclaims any responsibility for any equipment or software provided by you and in no way warrants the capabilities of any such software used in conjunction with the Service.

You expressly agree that use of the Service is at your sole risk. You understand and agree that any material and/or data obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from use of the Service.

Limitation of liability.

In no event shall Mobile Assistant be liable for any breach in security caused by a third party arising out of or relating to any attempt to utilize any feature of the Site or any Services.

In no event shall Mobile Assistant, its vendors or any other entity affiliated with Mobile Assistant be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to damages for lost profits, lost data, or loss of use) arising out of or relating to use of or inability to use the Site, any Service, or any information contained within the Site or stored or maintained by Mobile Assistant. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Mobile Assistant has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the liability of Mobile Assistant in such jurisdictions shall be limited to the maximum extent permitted by law.

In no event shall the total liability of Mobile Assistant, or their respective officers, directors, employees, agents, successors, subsidiaries, divisions, distributors, suppliers, or affiliates, to you for all damages, losses, and causes of action resulting from your use of this Site or any Service, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed the amount you paid to Mobile Assistant in connection with the applicable event, or purchase giving rise to such liability. Without limiting the foregoing, in no event shall Mobile Assistant, or their respective officers, directors, employees, agents, successors, subsidiaries, divisions, distributors, suppliers, or affiliates, have any liability for any damages or losses arising out of or otherwise incurred in connection with the loss of any data or information contained in your account or otherwise stored by or on behalf of Mobile Assistant.

Indemnity.

You shall defend, indemnify and hold harmless Mobile Assistant, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or their partners, and any of their successors or assigns, and any of their respective officers, directors, agents or employees (the "Released Parties") from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of or relating to: (A) your or your Customer's use of the Site, the Services or the Content; and (B) any alleged breach of these Terms by you.

Communications.

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any of the following ways. First, we may email you at the contact information you provide in your Registration Data. Second, we may post a notice to Subscribers and Customers in the dashboard area of your account on the Site. Third, we may post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

Subject to the Privacy Policy, if you send to Mobile Assistant or post on the Site in any public area any information, ideas, inventions, concepts, techniques or know-how ("User Submissions"), for any purpose, including the developing, manufacturing and/or marketing of products or Services incorporating such information, you acknowledge that Mobile Assistant can use the User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Site or send them to us.

International use.

This Service is controlled, operated and administered by Mobile Assistant from offices within the USA. We make no representation that information on this Site is appropriate or available for use outside the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable and agree to indemnify Mobile Assistant and the other Released Parties for your failure to comply with any such laws.

Policy for making claims of copyright infringement.

If you believe that any content has been posted on the Site in a manner that constitutes copyright infringement, please notify us by providing our designated Copyright Agent with the written information specified below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work(s) claimed to have been infringed;
- A description of the material on the Site that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice to us is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- For Mobile Assistant's designated Copyright Agent for notice of claims of copyright infringement contact the Compliance Department via email at support@mobileassistant.us.

Applicable law and venue.

This Service is controlled, operated and administered by Mobile Assistant from offices within the USA. You and Mobile Assistant both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and Mobile Assistant explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the State of Iowa and the federal laws of the United States of America applicable therein. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. Mobile Assistant will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of these Terms.

Miscellaneous.

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Mobile Assistant may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Mobile Assistant, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Mobile Assistant regarding your use of the Site, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and Mobile Assistant regarding your use of the Site. Mobile Assistant in its sole discretion may amend these Terms, and your use of the Site and Services after such amendment is posted on the Site will constitute acceptance of it by you. If any term in these Terms is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining Terms and will not affect the validity and enforceability of such remaining terms. The Section headings in these Terms are for convenience only and must not be given any legal import.

This Site may contain typographical errors or inaccuracies and may not be complete or current. On the Site some products may appear larger or smaller than their actual size. Mobile Assistant therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Please note that such errors, inaccuracies or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information. We apologize for any inconvenience.

All Sections representation or warranty you make in these Terms, shall survive indefinitely, or as permitted by law.

Privacy.

This is a United States website and is subject to United States law. Please refer to Mobile Assistant's [Privacy Policy](#), for information on how Mobile Assistant collects, uses and discloses Personally Identifiable Information ("PII") from its Users. By using the Site, you agree to our use, collection and disclosure of Personally Identifiable Information in accordance with the Privacy Policy.

Change of terms.

Mobile Assistant reserves the right to change or modify any Terms, or any policy or guideline of the Site, at any time and in its sole discretion. If you do not agree with changes, you can cancel your account with us without further obligation. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your use of the Site after such time will

constitute your acceptance of such changes or modifications. From time to time, review the Terms, and any policies and documents incorporated in them, to understand the Terms and Conditions that apply to your use of the Site. The Terms will always show the 'latest updated' date. If you do not agree to any amended Terms, you must stop using the Site. If you have any questions about the Terms, please email us at support@mobileassistant.us. The Services we provide through the Site are for your own use only. You may not resell, lease or provide them in any other way to anyone else.

Questions and comments.

If you have any questions regarding these Terms or your use of the Site, please contact us here:

Mobile Assistant, Inc.

P.O. Box 187

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