

General information

THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS") APPLY TO YOUR USE OF ANY DRB SYSTEM, SOFTWARE, OR TOLL FREE NUMBER TO SEND MESSAGES TO CONSUMERS (THE "SERVICES"). PLEASE READ THESE TERMS COMPLETELY AND CAREFULLY. THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE. BY USING THESE SERVICES, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS. THESE TERMS ARE IN ADDITION TO ANY TERMS IN ANY OTHER AGREEMENT BETWEEN YOU AND DRB, INCLUDING YOUR CUSTOMER SUPPORT & LICENSE AGREEMENT WITH DRB (THE "SUPPORT AGREEMENT"), AND YOUR USE OF THE SERVICES IS ALSO SUBJECT TO THE TERMS OF THOSE AGREEMENTS.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE LEAVE THIS WEBSITE NOW. IF YOU DO NOT INTEND ON USING THE SERVICES IN ACCORDANCE WITH THESE TERMS, DO NOT UTILIZE THE SERVICES PROVIDED BY DRB.

Overview

The Terms on this page apply to both users of DRB web-based user interface and anyone using the DRB software.

DRB reserves the right, at its sole discretion, to modify these Terms at any time without prior notice. Any such modifications will be effective upon posting. You are advised to visit this page on a regular basis to review the current Terms.

DRB provides a variety of ways to allow you to import names, email addresses, phone numbers and other information into DRB's software. Consumer information may only be imported if the consumer providing the information has given full consent for you to use his or her information. The type of consent required may vary depending on the use. It is your responsibility to confirm that you have received the required consent, and you are representing to DRB that you have obtained the required consent by uploading the information.

DRB prohibits the use of its Services to send unsolicited marketing messages. You agree not to send any unsolicited marketing messages and to abide by these Terms and all applicable laws relating to marketing messages. You further agree that anyone using your account will abide by these Terms and applicable law, and that you will assume full responsibility for and accept the legal consequences of any action taken by anyone using your account in a way that is inconsistent with these Terms or applicable law. The indemnification obligations set forth in these Terms and your Support Agreement shall fully apply to any such use of your account.

DRB reserves the right to suspend or terminate your account at any time, at its sole discretion, and without prior warning, if your account activity is reasonably believed to violate these Terms, the Support Agreement, or applicable law.

In the event of a conflict between this Addendum and the DRB General Terms and Conditions as posted on www.drb.com/legal, the DRB General Terms and Conditions supercede with respect to the conflict.

Payments

All payments shall be made using the payment method you have established in accordance with your Support Agreement, the terms of which shall apply to your payment obligations for use of the Services. In addition, you agree not to terminate DRB authorization to make charges to your selected payment method until all fees for the Services are paid in full unless mutually agreed upon by both parties in advance in writing.

You understand and accept that Services will be interrupted should you default on your obligation to pay fees due to DRB. In such an event, you agree to pay all outstanding fees before Services will resume.

DRB shall not be responsible for any errors or transmission failures with regard to the charging and collection of funds from your indicated payment method, nor for any actions taken by the provider of the payment method you choose (which could include refusal to authorize the charge). In addition to these Terms, any payments made by you may be subject to the agreement between you and the provider of the payment method.

Notwithstanding the above, we may, in our sole discretion, offer customized plans that provide for individualized terms, billing cycles, activation fees, and other agreed-upon provisions. We reserve the right to do so without publicly listing the pricing for these customized plans on our site.

Acceptable Use

DRB reserves the right to determine any violation of this acceptable use policy and these Terms at its sole discretion. Acceptable use of the Services includes, for example, promoting a car wash discount, promotion, unlimited package, or referral program. DRB's Services may only be used for lawful purposes. Using the Services in an illegal or abusive manner or any other manner that interferes with or diminishes others' use or enjoyment of the Services is prohibited.

The following list gives examples of illegal, abusive, or otherwise improper use of the Services. This list is provided by way of example and shall not be considered exhaustive:

- Adversely affecting the availability, reliability, or stability of DRB's Services
- Attempting to bypass, disable, or impair any security measure or otherwise using the Services in any manner posing a security or service risk to DRB, any DRB client, or any of their customers
- Testing or reverse-engineering the Services in order to evade filtering capabilities or to find limitations or vulnerabilities
- Using the Services in any manner that violates any applicable third-party policy or requirement, so long as that third-party policy or requirement is not inconsistent with these Terms
- Using the Services in any manner that violates the Mobile Marketing Association's guidelines or best practices, carrier guidelines, or any other industry standard
- Promoting or engaging in any illegal activity, including but not limited to fraud, in any connection with your account
- Using any property or material trademarked or copyrighted by DRB in any manner other than those expressly permitted under your Support Agreement
- In any way violating, infringing, or misappropriating the rights of any third party, including but not limited to trademarks, copyrights, and rights of publicity
- Harvesting or otherwise collecting without consent information including but not limited to email addresses and phone numbers
- Sending unsolicited marketing messages or engaging in any activity that violates laws and regulations applicable to messaging, including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, and the Do-Not-Call Act
- Using the Services in connection with any unsolicited or unwanted transmissions (commercial or otherwise), including but not limited to phone calls, text messages, and voicemails
- Offering any emergency services ("emergency services" meaning facilitating any communications with or to emergency personnel or to public-safety answering services such as 911 and E911)
- Using your account to mislead others as to the identity of the sender or the origin of a message or phone call by any means including but not limited to a false identity, a misleading email address or phone number, or a forged header
- Violating or facilitating the violation of any U.S. or foreign law governing the transmission of technical data or software
- Interfering with or disrupting any network connected to DRB Services or violating the regulations, policies, or procedures of any such network

Prohibited Content

In addition to the foregoing and without limitation, DRB prohibits the use of the Services in connection with any of the following types of content, products, or services, all as determined by DRB in its sole discretion:

- Pornography, sexual products, otherwise sexually explicit material, or escort services

- Illegal drugs and drug contraband
- Alcoholic beverages, especially any promotion of alcohol to persons under 21 years of age
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code
- Instructions or materials for the assembly of bombs or other weapons
- Disclosure of anyone's private or personally identifying information without such party's prior express written consent (or parents' prior express written consent in the case of a minor)
- Material that displays any person under 18 years of age in an illicit or otherwise exploitative manner
- On the basis of the practices and standards of your industry and community, any illegal or improper promotion to persons under 18 years of age
- Products, services, or content commonly associated with unsolicited commercial messages
- Pyramid schemes or multilevel-marketing (a.k.a. MLM or network marketing) businesses, including but not limited to "get rich quick," "build your wealth," and "financial independence" offerings
- Any libelous, defamatory, scandalous, threatening, or harassing activity
- Objectionable content including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and any discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age
- Advocating, promoting, or encouraging violence against any government, organization, group, or individual or any instruction, information, or assistance in causing or carrying out such violence
- Any product or service related to death (e.g., mortuaries and cemeteries)
- Any product or service that is unlawful where such product or service or promotion thereof is received
- Images of authors, artists, photographers, or others without prior express written consent from the content owner
- Any mention of any wireless carrier or any representation that copies or parodies any product or service of any wireless carrier

DRB Disclaimer

DRB PROVIDES THE SERVICES AND ALL RELATED CONTENT ON AN "AS IS" BASIS. DRB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE BROADEST EXTENT PERMITTED BY LAW, DRB DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. NO VERBAL ADVICE OR WRITTEN INFORMATION GIVEN BY DRB, ITS EMPLOYEES, LICENSORS, LICENSEES, AFFILIATES, OR AGENTS OR BY ANY OTHER THIRD PARTY SHALL CREATE ANY WARRANTY WITH RESPECT TO THE SERVICES.

Indemnification

In addition to your obligations under your Software Agreement with DRB, to the fullest extent allowed by applicable law, You hereby agree to defend, indemnify, and hold harmless DRB and its business and technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, board members, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages (whether compensatory, exemplary, punitive, special, consequential, or incidental), losses, liabilities, judgments, fines, settlements, and expenses (including reasonable attorney, expert, and consultant fees and other legal expenses) in connection with any and all claims, allegations, governmental inquiries, demands, causes of action, lawsuits, or proceedings relating to or arising out of or in connection with Your use of the Services, including without limitation any claim or action arising out of or in connection with (i) any alleged act or omission by You that would constitute a breach of these Terms; (ii) any violation of any law, rule, or regulation concerning messaging alleged to have been committed through any use of your DRB account or your use the Services; or (iii) any other use of DRB's Services by You in any manner not authorized by these Terms, in violation of the restrictions herein, or in violation of applicable law.

Your duty to defend and indemnify DRB arises immediately upon the presentation of a third-party claim to You or to DRB. With respect to any third-party claim for which indemnification is sought by DRB, DRB will provide reasonably prompt written notice of the third-party claim to You. DRB shall have the right, but not the obligation, to participate as they deem necessary in the handling, adjustment or defense of any such third-party claim. You expressly agree to do the following in connection with the conduct of the defense of any third-party claim:

- (a) Inform DRB in writing about all material information pertaining to a third-party claim;
- (b) Inform DRB in writing of the date of any mediation, arbitration, trial, or settlement conference relating to a third party claim as soon as possible after it receives such information;
- (c) Choose defense counsel that is reasonably satisfactory to DRB; provided, however, that DRB shall be permitted in its sole discretion to retain separate counsel at Your expense;
- (d) Provide DRB with copies of all discovery requests within three (3) business days of Your receipt of same;
- (e) Provide DRB with copies of all pleadings, discovery responses, settlement proposals and/or any other material documents relating to the third-party claim before finalizing or filing to allow DRB the opportunity to provide comments; and

(f) Inform DRB of the outcome of any mediation, arbitration, motion, trial, settlement, or any other matter from which appeal rights could arise.

You will not enter into any settlement or compromise of a claim without first obtaining DRB's prior written consent. Moreover, with respect to any third party claims for which DRB is entitled to indemnification from You, DRB reserves the absolute right to assume the defense of any such third party claim, and You shall reimburse DRB for any and all costs and expenses (including reasonable attorney, expert, and consultant fees and other legal expenses) incurred thereafter by DRB.

You agree that DRB has the right to seek and recover all of its damages caused by you through any use of the Service in an unlawful manner, in a manner that violates DRB'S privacy, acceptable use, or import policies, or in any manner inconsistent with these Terms or any other agreement between You and DRB. You acknowledge and agree that this provision will apply to all services from DRB and its affiliates. The terms of this section shall survive the termination of Your use of any DRB services or software regardless of the cause or nature of such termination.

Termination

You may terminate your use of the Services at any time by submitting a support ticket through DRB's user interface. Service may not be cancelled by any other method such as phone, email, or letter. Lack of activity alone does not automatically terminate your account, and you are responsible for service fees until you expressly cancel your account or until your data has been purged (whichever occurs first). In the absence of an explicit cancellation request by support ticket, you agree to pay any and all applicable fees through the date of DRB's termination of your account access. You understand and agree that DRB will make no refund of any fees whether or not the Services have been used. At any time, with or without notice, DRB may terminate your use of the Services or disable your account in whole or in part at DRB's sole discretion. DRB shall bear no liability to you or any third party because of any such action.

Acknowledgement

You hereby acknowledge and agree to the following terms, subject in each case to these Terms and the terms of your Support Agreement:

- The Services may be subject to monthly license fees and one-time activation fees.
- Some features may not be permissible under the laws of certain jurisdictions. You agree that you bear sole control and responsibility over compliance with any such laws and assume sole liability for any noncompliance.
- You are not allowed to import or incorporate (into any contact list, message, social campaign) or upload (to DRB's software or systems) any of the following information: social security numbers, national insurance numbers, credit card

numbers, passwords, security credentials, or sensitive personal or medical information of any kind.

- Text-to-win sweepstakes may be approved only by use of a dedicated toll free number. Shared toll free numbers may not be used for such promotions.
- You and DRB agree that these Terms are a factual and necessary statement of the mutual understanding and working relationship of the parties and that any waivers or modifications of the rights and obligations hereunder must be in writing and signed by both parties, except as otherwise provided herein. No verbal exception or agreement with any DRB representative will be honored. No delay by DRB in exercising any right or remedy under these Terms, any other agreement between You and DRB, or existing at law or equity shall be considered a waiver of such right or remedy, and if DRB agrees in writing not to enforce a right or remedy in a particular instance, that agreement shall not be deemed to be a continuing or general waiver of any such right or remedy.
- No agency, partnership, joint venture, or employment relationship is created as a result of Your use of the Services, and you have no authority of any kind to bind DRB in any respect whatsoever.
- DRB reserves the right to refuse, suspend, disable, or terminate any party's Services, in whole or in part, at any time, for any reason, and without notice. DRB shall bear no liability to you or any third party for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use service elements including but not limited to toll free number, mobile keywords, online signup pages, API keys, login access, the control panel, and DSP email servers.
- DRB does not guarantee or warrant that any messages sent to customers using DRB's systems in accordance with these Terms are or will be compliant with the Cellular Telephone Industries Association (CTIA) rules, the Telephone Consumer Protection Act (TCPA) and related regulations, the laws and regulations concerning the Do Not Call (DNC) registry, or any similar local, state, provincial, or country laws. You are responsible for ensuring you are compliant with all local, state, provincial or country laws.
- DRB likewise is not offering or providing advice about compliance with the CTIA rules, the TCPA and related regulations, the laws and regulations concerning the DNC registry, or any similar local, state, provincial or country laws, and DRB is not agreeing to provide you with any protection or indemnification for claims alleging violations of these laws and regulations. You agree that you will consult your own professional advisors to make sure text messages You send are compliant with the foregoing laws and regulations.
- Sites exceeding 5,000 SMS per month may be subject to incremental fees.