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1. Purpose

These Terms and Conditions (the "Terms and Conditions" or "Terms"), together with our Privacy Policy, state the terms under which You ("You", "you", "your", "user") may use this website (the "Site") and by which Clear Link Technologies, LLC, our affiliates, and all of our brand names and branded services (collectively "Clearlink", "we", "our", "us") provide our services ("Services" or "services") to You (collectively, the "Agreement"). Please read this page carefully. By using this Site, our Services, and consenting, where required by law, to receive mobile marketing texts and calls, You agree to be bound by all the Terms set forth herein. If You do not accept these Terms and Conditions, please do not use this Site or the Services.

2. Copyright

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4. User Submissions

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- send material that reveals trade secrets, unless You own them or have the permission of the owner;
- send material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- send material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity;
- intentionally or unintentionally violate or encourage conduct that would violate any local, state, or federal law;
- attempt to breach the security of the Site;
- send advertisements or solicitations of business;
- send chain letters or pyramid schemes; or

impersonate another person.

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5. Product and Service Rankings

The Site offers a forum, which includes a product and service ranking ("Rankings"), where You may access recommendations of products and services by the Site. The information in our Rankings is provided strictly as a source of information for You and is provided merely as a convenience. It represents our opinion and analysis based on subjective/ objective criteria. It is recommended that You do Your own research and investigation before engaging services with any company regardless of their listing. You agree to not hold Clearlink, its members, managers, officers, directors, employees, or affiliates (collectively "Partners") liable for any statements, representations, errors or omissions, descriptions, comments, or opinions posted on the Site. By developing and posting such Rankings, We make no representation or warranties as to the accuracy or factual basis of the Rankings. In compliance with federal law, all price quotes displayed on the Rankings are updated on at least a weekly basis. However, our evaluation process is a continued development; We may experiment with new processes for our evaluations and add or remove specific elements at any time. Clearlink is a private company and is not affiliated with any government or non-profit organizations. We receive compensation from several of the companies which it ranks. Advice, graphics, information, and images contained on this Site are presented for general educational and informational purposes. They are not intended to be legal or other expert advice, recommendations, or services. The information contained on this Site should not be considered exhaustive and should not be used in place of consultation with qualified professionals to meet Your individual needs. You assume the entire risk as to the accuracy, adequacy, completeness, currency, validity and quality of any information provided on this Site. While the information and recommendations contained on this Site have been compiled from sources believed to be reliable, Clearlink makes no guarantee as to, and assumes no responsibility for, the correctness, sufficiency, or completeness of any such information or recommendations. We have no control over and do not warrant in any way that prices, taxes, products or descriptions provided by sellers, service providers, or other third parties, or any other content on this Site is accurate, complete, reliable, current, or error-free. We do not have any responsibility for, or liability related to, any products and services listed on this Site. You should direct any questions, complaints or claims related to any product or service to the appropriate seller or provider. We are not responsible or liable for any decisions or actions You take or authorize third parties to take on Your behalf based on information You receive as a user of the Site. Any information on the Site can change without notice.

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By using this Site or the Services You agree to defend, indemnify, and hold harmless Clearlink and its Partners from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that We may become obligated to pay arising or resulting from Your use of the site, the Site Material, and the Services, or Your breach of these Terms and Conditions. We reserve the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

10. SEVERABILITY

ANY PROVISION OF THIS AGREEMENT THAT IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS HEREOF, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION.

11. TELEMARKETING AND EMAIL CONSENT

BY USING THIS SITE OR THE SERVICES OR PROVIDING YOUR CONTACT EMAIL OR TELEPHONE NUMBER TO US, YOU AND ANY OTHER SUBSCRIBER OR USER OF THESE PHONE NUMBER(S) AND EMAIL(S) PROVIDE YOUR PRIOR CONSENT TO RECEIVE MARKETING EMAILS, PHONE CALLS, AND/OR SMS MESSAGES VIA AUTOMATED TECHNOLOGY, AND/OR PRE-RECORDED AND ARTIFICIAL VOICE MESSAGES FROM CLEARLINK, ITS AFFILIATES, AND ITS BRAND NAMES AND BRANDED SERVICES AT THE NUMBER(S) AND EMAIL ADDRESSES PROVIDED. YOUR CONSENT IS NOT REQUIRED AS A CONDITION OF PURCHASE. YOU ALSO AGREE TO THESE TERMS AND CONDITIONS AND THE SITES PRIVACY POLICY.

12. GOVERNING LAW AND JURISDICTION

These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), are governed by the substantive laws of the State of Utah, without respect to its conflict of laws principles. The exclusive venue for any dispute in connection with this Agreement shall be the state or federal courts located in Salt Lake City, Utah. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.

13. ENTIRE AGREEMENT

Except as expressly provided elsewhere in our Site, these Terms and Conditions constitute the entire agreement between You and Us with respect to Your use of this Site. These Terms and Conditions supersede any other agreement You may have with Us regarding this subject matter

14. CHANGE TO THE TERMS AND CONDITIONS

We reserve the right, in our sole discretion, to modify these Terms and Conditions, including but not limited to our Mobile Marketing Terms, at any time with or without further notice. To the fullest extent permitted under applicable law, your continued use of the Site or the Service, or by not revoking your consent to receive marketing text or calls, after modification constitutes your acceptance of these Terms as modified. We will provide notice to you if these changes are material only if required by applicable law. Notice may be by email to you at the last email address you provided us, by posting notice of such changes on our websites, or by other means, consistent with applicable law.

15. BINDING ARBITRATION, CLASS ACTION WAIVER

IMPORTANT! TO THE FULLEST EXTENT PERMITTED BY LAW, THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association's Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA's Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA's Rules. The arbitration decision and award are final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

This agreement to arbitrate does not allow for class arbitrations even if the procedures or rules of the AAA would. Rather, you and we are only entitled to pursue arbitration on an individual, bilateral basis. Further, and unless you and we agree otherwise in writing, the arbitrator(s) may not consolidate more than one individual party's claims with any other party's claim and may not otherwise preside over any form of a representative or collective proceeding. You and we are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. Clearlink, however, will pay for the arbitration administrative or filing fees, including the arbitrator and/or other AAA case management fees, for any claim seeking \$75,000 or less, unless the claim is determined by the arbitrator to be

frivolous. Otherwise, the AAA's Rules regarding costs and payment apply. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

Notwithstanding Section 10 (Severability) if any term of this section 15 is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16. MOBILE MARKETING TERMS

ANY DISPUTE ARISING UNDER THESE MOBILE MARKETING TERMS ARE SUBJECT TO THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15 ABOVE.

16.1 Subscribing to Receive Marketing Texts and Calls

You may opt-in to receive mobile marketing texts and calls from Clearlink, our affiliates, and all our brand names and branded services by providing your prior express written consent via a text message or an online form. You may view a complete list of Clearlink affiliates and associated brands at <https://www.clearlink.com/partners/>.

16.2 Prior Express Written Consent

By consenting to receive mobile marketing texts and calls, You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages and calls to your mobile phone from Clearlink, its affiliates, and associated brands, including text messages or calls to your mobile phone that may be sent using an automatic telephone dialing system, to the mobile phone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply.

16.3 Message Frequency

Message frequency will vary. Clearlink reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. Clearlink also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

16.4 Number Deactivation or Reassignment

By consenting to receive mobile marketing texts and calls, you represent that you are the owner or authorized user of the mobile phone number you provided when signing up to receive mobile marketing. You must notify Clearlink if you deactivate your mobile phone number or reassign that number to another user. Notification may be sent via email privacy@clearlink.com or by calling (877) 698-0218.

16.5 STOP—Revocation of Consent

You may revoke your consent to receive mobile marketing texts and calls at any time by texting STOP to 855-790-2732. This is your exclusive means of revoking consent. If you unsubscribe from one of our mobile marketing programs, you may continue to receive texts or calls from Clearlink through any other programs you have joined until you separately unsubscribe from those programs. If you revoke your consent to receive mobile marketing texts and calls, we will still be permitted to send or make mobile marketing texts or calls that are permitted by law, including transactional and informational messages. Revoking your consent to receive mobile marketing texts and calls does not constitute an opt out from

any other means of communications.