

Date of Last Revision: October 2021

These Terms of Use (the "Terms") describe the terms under which you may access and use the mobile and web-based messaging and telecommunication services (the "Services") provided by Rave Wireless, Inc. dba Rave Mobile Safety ("Rave") and, if applicable, the client of Rave who has licensed certain applications from Rave and through which you were granted access to the services (the "Client").

The Services are a set of applications accessed through the web or mobile devices, the features of which vary based on which applications are licensed and to which you are granted access to and for which you register. These Terms may be modified by Rave at any time without prior notice. Changes to the Terms will be posted on this page, and this page will indicate at the top the date these Terms were last revised. You agree to be bound by any such modifications once they are posted on this web site (the "Site"), and your continued registration to use, or use of, the Services following any such posting constitutes your acceptance of such modifications.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

### **Messaging**

At any time you may stop SMS messages from being sent to your phone by simply texting STOP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone. You will no longer receive text messages from Rave if you utilize this service. Text INFO or HELP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone and you will be sent a text message with simple instructions.

By registering for this service, you will periodically receive text messages. Message frequency may vary. Message and data rates may apply.

This service is compatible with the products and services provided by: Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, MetroPCS, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond Verizon's control may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that Verizon does not guarantee that alerts will be delivered.

T-Mobile and its affiliated brands are not responsible for delayed or undelivered messages.

### **Eligibility; Term**

By using the Services, you represent that you have either reached the age of majority where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority where you live, or do not understand this

section, please ask your parent or legal guardian for help and consent before registering for the Services or using the Services. If you are the parent or legal guardian of a minor who registers for the Services or uses the Services, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Services. If you have not reached the age of majority and do not have valid parent or legal guardian consent to agree to these Terms, you must not use the Services or any Rave application.

Any registration by, use of or access to the Site or the Services by anyone under 13 is unauthorized, unlicensed and in violation of these Terms. You are responsible for obtaining access to the Services and acknowledge that such access may involve third party fees (such as Internet service provider, SMS, mobile data usage or other airtime charges). You are responsible for any such fees and any and all equipment necessary to access the Services. By agreeing to these Terms or by using the Services, the Site and the Rave applications and services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions hereof. These Terms shall remain in full force and effect until your registration is terminated. Rave, at its sole discretion, may restrict or terminate your use of the Services for any reason, at any time. If Rave restricts or terminates your use of the Services because you have breached these Terms, you shall remain obligated under these Terms.

### **Registration**

As part of the registration process, you or the Client must provide certain data and personally identifiable information (such as name, address, telephone number, account number, equipment identifiers, and Internet Protocol address that you or the Client makes available to Rave) about you (collectively, "PII"). You acknowledge and agree that you are responsible for the accuracy and completeness of your PII, whether provided to Rave by you or by the Client, and that the effectiveness of the Services will depend in part upon the accuracy and completeness of your PII. You agree to (a) provide Rave and the Client accurate, current and complete PII and (b) maintain and promptly update such PII to keep it accurate, current and complete. You further agree that Rave or the Client may, but is not obligated to, contact you from time to time through the Services or otherwise verify the accuracy and completeness of your PII.

You will utilize a password that will enable you to access the Services. You are responsible for maintaining the confidentiality of your password, and you are fully responsible for all activities that occur through the use of your password. You agree to immediately notify Rave of any unauthorized use of your password or any other breach of security. You agree that the Client (if applicable), Rave or the wireless carrier providing access to the Services shall not be liable for any loss or damage arising from your failure to comply with the foregoing.

### **Member Conduct**

You acknowledge and agree that Rave or the Client each has the right, but not the obligation, to monitor, review and delete any messages, images or any other content that you publish, display or otherwise transmit directly or indirectly through the Services or the Site ("User Content") that in either of their sole judgment violates these Terms, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of others. You further agree to abide by any

applicable Client terms and policies regarding or relating to the use of the Services. You agree that Rave shall have the right to suspend or remove any member who violates these Terms or any such policy at any time and without advanced notice to the member.

You acknowledge and agree to the following with respect to use of the Services:

You will not publish, display or otherwise transmit, directly or indirectly through the Services, User Content that is unlawful, abusive, harassing, libelous, fraudulent, defamatory, obscene or threatening.

You may not knowingly restrict or inhibit any other user from using and enjoying the Services;

You will not collect or use information about other users;

You may not impersonate any other person or entity, or misrepresent your affiliation with any other person or entity.

You may not knowingly post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;

You will not post or transmit any information or content to which you do not have a right to post or transmit or that you do not wish to transmit to others;

You will not in any way express or imply that any opinions contained in your communications are endorsed by Rave, or that the accuracy of any facts or circumstances described by you have been verified by Rave; and

You may not use the Services in any way for sending Spam. Spam is defined for these purposes as unsolicited email, text messages or voice messages directed to people not personally known to you, including but not limited to junk mail, chain letters or other unsolicited bulk email, commercial or otherwise or any email or text message sent that Rave reasonably believes constitutes Spam, based on applicable laws and industry practices.

In the event that any User Content that violates the foregoing is posted on or through the Services or you are otherwise exposed or subject to offensive, indecent, objectionable, or otherwise damaging User Content, you agree that you shall hold harmless and waive any right to damages from the Client, the wireless carrier providing access to the Services or Rave related to such User Content. You further agree that you will notify the Client, if applicable, of such User Content.

### **Emergency Response Contact Service – Additional Terms**

The Services may include a feature alerting an emergency response service (such as 911 or a private or public security force or emergency personnel) of a possible emergency. If this type of emergency response contact service is part of the Services provided to you, you expressly consent to Rave's disclosure of PII to any emergency response service or other emergency personnel in connection with the Services. You acknowledge that neither the Client (if applicable) nor Rave is responsible for any such emergency response services nor guarantees the accuracy, integrity, or quality of any emergency response service.

You acknowledge that any emergency response contact service included as part of the Services is not intended to replace or as a substitute for traditional 911 service or contacting a police or security force or other emergency personnel directly and that you are responsible for determining whether to use Rave's emergency response contact service or a traditional 911 service, or whether to contact a police or security force or other emergency personnel directly.

## **Links**

The Client may, based upon the Rave applications it provides, provide links to other websites or resources of possible interest to members. Because Rave and the Client have no control over such websites or resources, you acknowledge and agree that the Client and Rave are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that neither the Client nor Rave shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource. All such websites are subject to their own policies and procedures.

## **Privacy and Disclosure of Information**

Terms regulating the handling of PII with respect to the Services are described in the Rave Privacy Policy, which is an integral part of these Terms. By accepting these Terms, you are also acknowledging that you have also reviewed and are accepting the Rave Privacy Policy, as it may be amended from time to time.

You acknowledge and agree that you are granting Rave and the Client (if applicable) access to your PII and that the Client and Rave may provide to each other your PII, in each case in connection with the Services.

You understand and agree that the Client or Rave may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of your membership. Your ability to opt out of these communications will be governed by applicable laws, the Client's policies and Rave's policies. By using the Services, you agree that Rave and the Client may communicate with you by SMS, MMS, telephone, email, mobile app or other means and that information about your usage of the Services may be communicated to Rave by wireless carriers and other service providers.

You acknowledge that neither Rave nor the applicable Client shall be responsible for the actions or inactions of any third party to whom or to which PII is disclosed as permitted herein or in the Privacy Policy, including without limitation the disclosure or use of your PII by such third party.

## **Disputes**

If there is any dispute between you and Rave about or involving the Services or these Terms, you agree that the dispute will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions and you also agree to personal jurisdiction by and venue exclusively in the state and federal courts of the Commonwealth of Massachusetts.

## **Disclaimer of Warranties; Limitation of Liability**

THE SERVICES ARE PROVIDED "AS-IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE CLIENT (IF APPLICABLE) AND RAVE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER THE CLIENT NOR RAVE GUARANTEES OR PROMISES ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY A MEMBER FROM THE CLIENT, RAVE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE CLIENT OR RAVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, GENERAL, COMPENSATORY, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM YOUR USE OF, OR OTHERWISE RELATING TO, THE SERVICES, INCLUDING WITHOUT LIMITATION, EMOTIONAL DISTRESS, BODILY OR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, EVEN IF THE CLIENT OR RAVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF THE CLIENT OR RAVE TO YOU RELATING IN ANY WAY TO THE SERVICES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO THE CLIENT OR RAVE FOR USE OF THE SERVICES DURING THE TERM OF MEMBERSHIP, OR (B) \$100.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM INTERRUPTION, MALFUNCTION, INEFFECTIVENESS, OR UNAVAILABILITY OF THE SERVICES ATTRIBUTABLE TO ANY ACT OF GOD, FIRE, STRIKE, EMBARGO, WAR, TERRORIST ATTACK, INSURRECTION, RIOT, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THE AVAILABILITY, SPEED AND EFFECTIVENESS OF THE SERVICES WILL DEPEND IN PART UPON TELECOMMUNICATIONS, INTERNET, VOICE BROADCASTING, VOICE MESSAGING AND OTHER THIRD PARTY SERVICE PROVIDERS PROVIDING MOBILE TELEPHONE, INTERNET OR OTHER INTERMEDIARY SERVICES TO YOU THAT ALLOW OR RELATE TO THE USE OF THE SERVICES BY YOU. NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT ATTRIBUTABLE TO ANY SUCH THIRD PARTY.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OF ANY COMMUNICATIONS NETWORK, SERVERS OR SERVICE PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, TRAFFIC CONGESTION OR ANY COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO ANY COMPUTER RESULTING FROM USE OF THE SERVICES.

RAVE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM THE CLIENT'S FAILURE TO COMPLY WITH THE TERMS OF ITS AGREEMENT WITH RAVE REGARDING THE SERVICES OR FROM YOUR FAILURE TO COMPLY WITH THESE TERMS OR ANY OTHER APPLICABLE TERMS OR AGREEMENT WITH RAVE.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY INCORRECT OR INACCURATE USER CONTENT POSTED ON THE SERVICES, WHETHER POSTED BY MEMBERS OR AS A RESULT OF ANY MALFUNCTIONING EQUIPMENT OR SOFTWARE.

NEITHER THE CLIENT NOR RAVE ASSUMES ANY RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, MEMBER COMMUNICATIONS OR POSTS.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE RESULTING FROM ANY USE OF THE SERVICES, ANY USER CONTENT POSTED ON THE SERVICES OR TRANSMITTED TO MEMBERS, OR ANY INTERACTIONS BETWEEN MEMBERS, WHETHER ONLINE OR OFFLINE.

THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY SHALL APPLY TO YOU AND YOUR REPRESENTATIVES, AGENTS, SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, NEXT OF KIN, AND ANY OTHER PERSON PURPORTING TO BE ACTING ON BEHALF OF YOU OR YOUR ESTATE.

### **Indemnity**

You agree to indemnify and hold harmless Rave from any losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a breach of these Terms by you. You also agree to indemnify, defend, and hold harmless Rave and its parents, affiliates, subsidiaries, officers, directors, employees, agents, contractors, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a third-party claim if such claim arises from or relates to (a) your use of the Services or any breach by you of these Terms or (b) any privacy, employee, or consumer protection right that is implicated under these Terms or by any Rave service. These indemnity provisions shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or acceptance or the expiration or termination of your relationship with Rave.

### **Ownership**

Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights, in and to the Services and related software and documentation, and Rave reserves all rights not expressly granted hereunder.

### **U.S. Export Control**

Any software provided for use by you from Rave in connection with the Services (the "Software") is subject to United States export controls. By downloading or using the Software, you represent and warrant that you are permitted to do so without obtaining, or requiring Rave to

obtain, any license or approval from the United States or any governmental entity. You further agree that you will not, directly or indirectly, export or re-export, or permit the export or re-export, of any Software to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

### **Notices**

Except as otherwise stated, any notice to Rave shall be given by certified mail to Rave Mobile Safety, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701, Attention: Legal Department (or by e-mail to [legal@ravemobilesafety.com](mailto:legal@ravemobilesafety.com)). Any notice to you shall be given by certified mail or email to an address included in your PII. Notice shall be considered given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

### **Other**

No agency, joint venture, employee-employer or franchiser-franchisee relationship between you and the Client or Rave is intended or created by these Terms. These Terms and any other terms regarding the Services provided in writing by Rave and accepted by you constitute the entire Agreement between you and Rave regarding the use of the Services, superseding any prior agreements between you and Rave relating to your use of the Services. The failure by the Client or Rave to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches. Any provision of these Terms that by its nature or express terms should survive, including without limitation the sections entitled "Disputes", "Disclaimer of Warranties; Limitation of Liability", "Indemnity", "Notices", and "Other", will survive the completion, expiration, termination or cancellation of these Terms. If any provision of these Terms is held invalid or unenforceable for any reason, such provision shall be considered to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability, and these Terms shall otherwise continue in full force and effect. Rave and the Client may assign their respective rights or obligations hereunder. You may not assign your rights or obligations hereunder without the prior written consent of Rave. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the respective permitted successors and assigns of Rave, the Client and you. The section titles in these Terms are for convenience only and have no legal or contractual effect.

### **Support**

Primary support for this service is provided by the client. Please visit the help page within the [www.getrave.com](http://www.getrave.com) website for further information. Should you need to contact Rave Mobile Safety directly, you can reach us by email at [techsupport@ravemobilesafety.com](mailto:techsupport@ravemobilesafety.com) or telephone at (866) 696-4447.