

Terms & Conditions for Consumers

Welcome to TextTreat.com. The following terms and conditions (the "Agreement") form a binding agreement between you and TextTreat.com. Please review the following terms carefully. By using TextTreat.com (the "Site"), you are agreeing to these terms, as well as our Privacy Policy, and all of these terms will govern your use of the Site and our Services. If you do not agree to these terms, you must not use the services provided by TextTreat.com. The term "you" refers to the person accessing or using the Site, or the company or organization on whose behalf that person accesses the Site or our Services.

Our Services

TextTreat.com is an online website that is publicly available for people to purchase and send electronic gift certificates ("TextTreats") via text messaging (SMS/MMS) for goods and/services offered by local area merchants (the "Services"). The use of the Services described is subject to your acceptance of the terms and conditions of this Agreement and successfully completing the registration process by signing up for a TextTreat account. The communication method for the Services include, but are not limited, web-based browser technologies and cell phone text messaging (SMS/MMS), provided that in order to use the SMS-based Services, your specified recipient of the TextTreat must have an active account with a carrier of electronic communications through mobile devices (the "Carrier"). Your use of the Services implies your authorization for TextTreat.com to send a text message (SMS/MMS) on your behalf to recipients specified by you to receive TextTreats purchased by you on the Site.

How It Works

In order for you to purchase and send a TextTreat to a specified recipient, you will be required to create a TextTreat account. An account is required so we can collect information to allow you to pay for your TextTreat and to provide you with easy access to view and track past purchases and modify your preferences. After creating an account, you will be able to place an order for a TextTreat by selecting a local area merchant, choosing the dollar amount for the TextTreat, and entering a cell phone number for the recipient that you wish to receive the TextTreat. Once you place an order for a TextTreat, your credit card or PayPal account will be charged for the amount of the TextTreat. Once we receive approval from your credit card or PayPal account for the amount of the charge, we will send a text message (SMS/MMS) directly to the cell phone number of the recipient you provided with the order notifying them of your gift. The text message will include a short note with instructions on how to redeem the TextTreat and will include your name (first name and last name initial), the amount of the TextTreat, a unique one-time-use code, the name, address, and telephone number of the merchant you selected.

As for general terms, unless otherwise stated in the TextTreat text message the following additional terms apply to all TextTreats:

- The expiration date for TextTreats is one year from the date of purchase,
- No cash back will be issued for partial redemption of a TextTreat,
- Neither TextTreat.com nor the Merchant is responsible for lost or stolen TextTreats,
- TextTreat codes are one-time use only.

Merchants are fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Merchant or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Vouchers

Availability of Services

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control Site access may be interrupted, suspended or terminated. You acknowledge that delivery of SMS/MMS messages is not guaranteed. You acknowledge that the Services may differ depending on the Carrier with whom you maintain an account and that Carrier's ability to support the Services. TextTreat.com is not responsible for the act or omission of any Carrier, any limitations imposed by such Carrier, or such Carrier's ability or inability to support the Services. In the event your Carrier fails to deliver any communication from/to TextTreat.com, due to, but not limited to, mobile network failure or non-compatibility of your phone model with the Services, you acknowledge and agree that TextTreat.com shall not be liable for any loss and/or damage. In addition, TextTreat.com will not be liable for any error by you in using the Services, including submission of an order to an incorrect cellphone number.

Modification of Services

TextTreat.com reserves the right to modify, or discontinue, the Services, its features, and/or this Agreement as we deem necessary. If we make changes that materially affect your use of the Site or our Services we will notify you by sending you an e-mail to the e-mail address that is registered with your account and/or by posting notice of the change on the Site. Any changes to the terms and conditions will be effective upon the earlier of our sending of an e-mail notice to you and/or our posting of notice of the changes on our Site. If you object to any changes, your recourse will be to cease using the Services. Continued use of the Services will constitute acceptance of the new terms and conditions.

Payment for Services

You acknowledge and agree that for each order you place through the Service, the full cost of your order will be charged to your credit card or PayPal account. You acknowledge and

agree that a SMS or web browser command originating from your account constitutes an authorization for TextTreat.com to charge this amount to your credit card or PayPal account, and you assume all liability for and shall promptly pay any and all charges. In addition, you agree to pay all fees charged by your Carrier in connection with your use of the Services. You acknowledge and agree that these rates depend on the applicable Carrier and your personal subscription package with that Carrier.

Termination of Services

TextTreat.com retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

Disclaimer of Warranty

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Indemnity

You agree to defend, indemnify and hold harmless TextTreat.com, its parent company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to TextTreat.com; (ii) your violation of any terms of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any information you (or anyone accessing the Services using your password) submit or transmit through the Site; or (v) any claim that any Content submitted by you causes damage to a third party.

Intellectual Property

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Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any Use by you of the Site or Services shall be governed by the internal laws of the State of Maryland,