



Terms of Service

TxtAboutIt a service of CBM, LLC. (the "Company") provides you with access to a unique extranet service. The service provides a forum for you ("Users") to communicate with designated staff members (the "Organization") through the service's World Wide Web site (the "Site"). The Site provides Users with anonymous feedback about issues. One can send text and online messages anonymously to the Organization. The content of the communications will not be disclosed, or available, to anyone other than you, unless you violate any of the below terms of use (or the Company is otherwise permitted by these terms of use), at which time the Company may disclose users' identity to the Organization or law enforcement officials.

1. The "Service Use" of the Site and the Company services (i.e. the Site, and any associated integral or peripheral services, referred to as, the "Service") are subject to the following terms of use and to TxtAboutIt's Privacy Statement, which is incorporated herein by reference (all of which, as may be amended, modified, or updated, are herein referred to as the "Terms"). Please read the Terms carefully before using the Site and/or Service, as your use of the Service will signify your assent to be bound by these Terms. The user understands that the Company may, at any time, change or discontinue any feature of the Service, including content, availability, equipment needed for access to the service, and/or any upgrades to the software. Furthermore, Company reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms, at any time, without notice to you, and you agree to be bound by such modifications, alterations or updates. Please check the Terms on the Site periodically for any such modifications, alterations, or updates. Your continued use of the Site and/or Service shall be deemed your acceptance of the modified, altered or updated Terms.

2. License to Use the Site Company grants you a personal, non-exclusive, conditional, non-transferable license and right to use the Service in strict compliance with these Terms. Any other use or exploitation of the Site or Service, or the content available at the Site and through the Service, is prohibited.

3. Access and Registration. In order to use the Service, you need the equipment necessary to connect to the World Wide Web ("WWW") and the connection necessary to access the WWW. You are responsible for any fees associated with such connection or access (such as those charged by an Internet Service Provider or other online service). In order to participate in the Service, the Company will assign a User ID and password to you. You are responsible for maintaining the confidentiality of your User ID and password. You are also responsible for all activities that occur through use of your User ID and password, whether or not authorized by you. The Company will not be liable for any loss or damage arising from your failure to comply with this Paragraph 3 or your failure to comply with any of the Terms.

4. Privacy. Your privacy is of paramount importance to the Company. All information gathered from you in connection with your use of the Service will be governed by the provisions of the Company's Privacy Statement.

5. Submission of Content. You understand that all opinions, text, images, audio clips, information, data, messages, or other materials or information appearing on the Site, or in conjunction with the Service, or submitted to the Site or Service, whether transmitted privately or posted publicly (collectively, "Content"), is the sole responsibility of the person or entity originating such Content and the Company is not and shall not be in any way responsible for such Content. Therefore, you are completely responsible for all Content that you upload or download, post, distribute, email, stream or otherwise transmit through or in connection with the Company, the Site and/or the Service. The Company does not guarantee the accuracy, integrity, or quality of such Content, and does not monitor or otherwise edit the Content posted on the Site, or in conjunction with the Service. You understand that the Company has the right (but under no circumstances the obligation) to screen, to edit, to refuse to post, to refuse to transmit, or to remove from the Site and/or Service, any Content, in whole or in part, from any portion of the Site and/or Service at its sole discretion, including, but not limited to Content that violates the Terms, or that is offensive or otherwise objectionable. You understand that the Company has no obligation to and does not otherwise screen or filter the postings and/or Content of the Site and/or Service. Furthermore, the Company may suspend, terminate and/or deny you access to, use of, or submission of Content for all or part of the Site and/or Service in the event that a dispute arises regarding any postings and/or Content on the Site and/or Service. The Company reserves the right to disclose any Content as necessary to satisfy any applicable law, regulation, legal process or governmental request. While using the Site and/or Service, you may be exposed to indecent, obscene, or otherwise offensive or objectionable Content. The Company will not be liable for any Content, including, but not limited to, any loss or damage resulting from the use of any Content and/or Software posted, emailed, streamed or otherwise transmitted via the Site and/or in conjunction with the Service. You bear any and all risks associated with the use of or exposure to any Content and/or Software on the Site and/or in conjunction with the Service.

6. Conduct on the Site/Anonymity. The Company shall not permit (within its control) conduct on the part of a user or other third party which restricts or inhibits any other user from using or enjoying the services offered by the Company. The Company also shall have the right in its sole discretion to edit or remove any Content sent through its email service that the Company, in its sole discretion, finds to be in violation of the provisions herein, or otherwise deemed objectionable or harmful. You understand that the Company will not disclose the origin of any Content, including, but not limited to, the identity of any submitting User. Despite the user's expectation of anonymity, the Company may divulge such user's name under certain circumstances, including, but not limited to, the following:

a. Subpoena or other court mandate;

b. In the event the email sent by the user contains a threat of bodily harm and such email is presented to the Company with a request by the recipient of the email that the name of the person sending the email be disclosed;

c. In the event the email sent by the user contains a threat of harm to their self, others or property and such email is presented to the Company with a request by the recipient of the email that the name of the person sending the email be disclosed;

d. Search warrant;

e. A threat, statement, indication, or any other information by which the Company has reason to believe the sender may commit suicide.

f. Any other circumstance in which applicable law would require divulging the name of the user.

Furthermore, you shall have the right to use certain functionality within the Service to block postings that contain offensive and/or threatening Content. Users agree to allow the Company to track, record and maintain statistics related to the users. Furthermore, you agree that you will not use the Site and/or Service to: submit, post, upload, email, stream or otherwise transmit any Content that is defamatory, libelous, abusive, tortuous, harassing, vulgar, obscene, hateful, terrorizing, or racially, or ethnically offensive, or otherwise objectionable, that would give rise to liability or that violates any law, or is otherwise deemed (in the Company's sole discretion) indecent; submit, post, upload, email, stream, or otherwise transmit any Content that infringes or otherwise violates the rights of any third party, including, without limitation, privacy rights and proprietary rights; submit, post, upload, email, stream or otherwise transmit any Content that contains any codes, files, programs or other materials intended, or designed, to interrupt, destroy or otherwise limit the functionality of any software, hardware or other technology, including, but not limited to, the transmission of any Content that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of any server or network connected to the Site or providing the Service, or interfere with the Company's users' use of the Site or Service; advertise or offer to sell any goods or services for any commercial purpose; conduct, display, or forward surveys, contests, pyramid schemes, "spam" or chain letters; impersonate, or otherwise misrepresent your affiliation with, any other person or entity; falsify or delete any attributions, legends, or other proprietary designations of the origin or source of software, or other Content, appearing on the Service or contained in a file that is uploaded; harm minors; stalk or harass another individual; collect or store personal data about other users; or violate any applicable local, state, federal, or international law or regulation.

7. Copyright and Other Rights; Restrictions on Use All proprietary rights in the Site, Service and Content used in connection with the Site and/or Service are owned or licensed for use by the Company, including, but not limited to, the selection, assembly and arrangement thereof. You acknowledge and agree that the Site, Service and/or Content contain proprietary and confidential information that is protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws. Except as expressly authorized by the Company in these Terms, you may not copy, reproduce publish, distribute, create derivative works of, sell, transfer, display, transmit, compile or collect in a database, reverse engineer, decompile, disassemble, or in any manner attempt to derive the source code form of the Site and/or Service or attempt to commercially exploit any part of the Content, the Site and/or the

Service. You must abide by all copyright notices, information, and/or restrictions contained in or attached to any Content or portion of the Site and/or Service. Any printed Content must include the original copyright or trademark notice originally included with the Content in all copies. The Company will investigate copyright issues upon notice and take action pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (“DMCA”). If you feel that any Content on the Service infringes your copyrights, you may notify the Company’s copyright agent at the following address (“Notification”): Copyright Agent: Carter B. Myers, P.O. Box 2158 Oxford, MS 38655.

You must include the following information in the Notification: (a) a description of the copyrighted work you allege is being infringed upon, or if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such copyrighted works at that site (and registration information if such work is registered with the Copyright Office);

(b) the location of the allegedly infringing material on the Site and/or the Service, (c) a signature (digital or hard-copy), of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, (d) your address, telephone number, and e-mail address, and (e) a statement made under penalty of perjury that you are the copyright owner or are authorized to act on the copyright owner's behalf and that the information contained in the Notification is accurate; (f) a statement that you believe in good faith that the rights of the copyright owner are being infringed, and that the uses of the allegedly infringing material are not authorized (either by the copyright owner, its agents, or applicable law).

8. Permitted Use. In order to maintain the confidentiality of the use of the Site, you may not, other than as set forth in these Terms, transmit, copy, download, modify, publish, sell, or in any other way exploit the Content appearing on the Site and/or received through the use of the Service for any reason whatsoever without the express written permission of the Company and/or the copyright holder identified in the applicable copyright notice. Any violation of this Paragraph 8 shall be deemed a violation of this Agreement and you shall be liable to the Company to the fullest extent permitted by law for any such violation. Permission requests may be sent to info@txtaboutit.com. In the event material is downloaded and/or copied, no changes shall be made in the trademark, copyrights, or other proprietary notice contained in the Content. The user does not acquire any ownership rights by downloading material.

9. You should understand that responses to your inquiries/texts on this site as not encrypted or otherwise protected.

10. Failure to Comply with Terms. The Company may suspend, terminate and/or deny you access to, use of, or submission of Content for, all or part of the Site and/or Service, without prior notice, if you engage in any conduct that the Company believes, in its sole discretion: (a) violates any term or provision of the Terms, (b) violates the rights of the Company or third parties, (c) or is otherwise inappropriate for continued access and use of the Service. In addition, the Company reserves the right to terminate inactive membership accounts. Upon termination, we may delete all information related to your account and may bar your access to your account and/or the Service.

11. Third Parties. The Site and/or Service contain advertisements and other promotional material of third parties, as well as links to other web sites operated by third parties (“Third Party Sites”). The Company does not control and is not responsible for the contents of, practices of, or any of the products or services offered in connection with our advertisers, sponsors and other sites linked to the Site and/or Service, or for your interactions and/or transactions in connection with them. Inclusion of advertisements or links to such Third Party Sites is not intended to be a referral and/or endorsement of such Third Party Sites, except where otherwise specified, and is provided only for your convenience.

12. Termination. You may discontinue your participation in and access to the Site and/or Service at any time. If you should discontinue usage of the Site and/or Service, the Company has the right to deny you any further access to the Site and/or Service. The Company has the right to suspend your access to the Site and/or Service at any time with or without cause and does not need to provide you with notice of such suspension. The Company further reserves the right to terminate this Agreement at any time with, or without, cause by providing written notice to you. The Terms will continue to apply to all past use of the Site and/or Service by you, even if you are no longer using it.

13. Disclaimer. THE COMPANY DOES NOT ENDORSE OR MAKE ANY REPRESENTATIONS AS TO THE ACCURACY, TIMELINESS, COMPLETENESS OR CREDIBILITY OF ANY MATERIALS, OPINIONS, STATEMENTS, RECOMMENDATIONS OR OTHER CONTENT CONTAINED IN, UPLOADED TO, OR DISTRIBUTED THROUGH THE SITE AND/OR SERVICE. THE COMPANY ALSO HAS NO CONTROL OVER THE INTRADEPARTMENTAL OR INTRAOFFICE EMAIL THAT IS SENT AND/OR RECEIVED BY ANY USER OR OTHER PERSON OR ENTITY AND CANNOT MONITOR THE CONTENT OF ANY SUCH EMAIL. YOU ACKNOWLEDGE THAT YOU WILL RELY ON ANY SUCH CONTENT SOLELY AT YOUR OWN RISK. THE SITE, SERVICE AND CONTENT ARE PROVIDED TO YOU "AS IS" WITH NO WARRANTY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION AND/OR CONTENT OBTAINED THROUGH THE SERVICE, FOR ANY USER'S OR THE COMPANY'S FAILURE TO DELIVER ANY CONTENT TRANSMITTED THROUGH THE SITE AND/OR SERVICE, AND FOR ANY USER'S RESPONSE OR FAILURE TO RESPOND TO ANY CONTENT TRANSMITTED THROUGH THE SITE AND/OR SERVICE. IT IS THE RESPONSIBILITY OF USER TO EVALUATE THE ACCURACY OF ANY INFORMATION, OPINION, OFFER, OR OTHER CONTENT RECEIVED BY THE USER OF THE SERVICE.. NEITHER THE COMPANY NOR ANY OF ITS EMPLOYEES, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, OR ERROR FREE, OR THAT ANY INFORMATION, OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICES IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY AND ITS SUPPLIERS, DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE, SERVICE AND THE CONTENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE COMPANY, THIRD PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Limitation of Liability. YOU UNDERSTAND THAT IN NO EVENT WILL THE COMPANY OR ITS OFFICES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR RELATING TO: (I) YOUR USE OR INABILITY TO USE THE SITE AND/OR SERVICE, (II) YOUR RELIANCE ON ANY CONTENT, (III) ANY GOODS OR SERVICES ADVERTISED ON THE SITE AND/OR SERVICE, OR (IV) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; EVEN IF THE COMPANY OR ANY RELATED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER SPECIFICALLY ACKNOWLEDGES THAT THE COMPANY IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE USER. SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE COMPANY, THIRD PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW

15. Indemnification. To the extent allowed by law you shall defend, indemnify, and hold harmless the Company, and each of its affiliates, and the officers, directors, employees, agents, representatives, successors and assigns, of each, from and against any and all claims, demands, suits, causes of action, damages, losses, costs and expenses, including but not limited to, including reasonable attorneys' fees, arising out of or in connection to: (i) any violation of this Agreement or the Terms (including without limitation, Paragraph 8 of this Agreement), (ii) any public display of any of the Content found on the Site and/or through the Service, and (iii) your use of the Site and/or Service including, but not limited to, any Content, your connection to the Site, your status as a Site user or Member, or your interaction with any third party on the Internet or WWW.

16. Applicable Law. This Site and/or Service are operated by the Company from its offices within the State of Mississippi, United States of America. The Company makes no representation that the Content, the Site and/or Service are appropriate, or available for use, in other locations. Those who choose to access the Site and/or Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi, applicable to contracts made and performed in the State of Mississippi, without giving effect to its conflict of laws provisions. You hereby consent to the exclusive jurisdiction and venue of the courts of Lafayette County, Mississippi, USA in any and all claims or disputes arising out of, to enforce, construe and/or otherwise relating to these Terms, or to the Site.

17. Limitation. Any and all claims or causes of action that arise out of, or are in connection with, the use of this Site or these Terms must be filed within one (1) year after such claim or cause of action arose, notwithstanding law inconsistent with this limitation.

18. Miscellaneous. These Terms constitute the entire agreement between you and the Company with respect to the Site and/or Service, and the Terms replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Site and/or Service. These Terms constitute a written agreement between you and the Company. A printed version of these Terms, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form. If any provision of the Terms is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions of the Terms shall remain in full force and effect. The failure by the Company to insist upon or enforce strict performance of any provision of the Terms will not be construed as a waiver of any provision or right of the Company. The Terms will inure to the benefit of the Company and its successors and assigns.

19. LIMITATION OF LIABILITY OF COMPANY AND ORGANIZATION WITH RESPECT TO BODILY HARM RELATING TO THREATS OF BODILY HARM OR SUICIDE. AS SET FORTH ABOVE, EACH USER ACKNOWLEDGES AND RECOGNIZES THAT EACH USER ORIGINATING ANY CONTENT (INCLUDING ANY CONTENT THAT CONTAINS THREATS OF BODILY HARM OR SUICIDE) IS SOLELY RESPONSIBLE FOR SUCH CONTENT, AND NEITHER THE COMPANY NOR THE ORGANIZATION IS RESPONSIBLE FOR ANY SUCH CONTENT OR ANY CONSEQUENCES ARISING OUT OF SUCH CONTENT. THE ORIGINATOR OF THE CONTENT IS SOLELY RESPONSIBLE FOR SUCH CONTENT. FURTHERMORE, EACH USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NEITHER THE COMPANY NOR THE ORGANIZATION SHALL BE RESPONSIBLE FOR THE DEATH OR BODILY INJURY TO ANY PERSON USING THE SITE, AND SPECIFICALLY, NEITHER THE COMPANY NOR THE ORGANIZATION SHALL IN ANY WAY BE RESPONSIBLE FOR TAKING OR FAILING TO TAKE ANY ACTION TO PREVENT THE DEATH OR BODILY INJURY OF ANY PERSON. EACH USER, FOR AND ON BEHALF OF ITSELF, ITS AFFILIATES, RELATIVES, HEIRS, SUCCESSORS AND ASSIGNS (THE "RELEASING PARTIES"), UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE THE COMPANY AND THE ORGANIZATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, MEMBERS, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DEFENSES, EXPENSES, CONTROVERSIES OR CAUSES OF ACTION, IF ANY, THAT THE RELEASING PARTIES MAY NOW OR IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, AND INCLUDING ANY CLAIMS THAT MAY ARISE OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES.