

TxT Connection Terms of Service

This Terms of Service ("ToS") agreement (the "Agreement") is entered into as of [Effective Date], by and between TxT Connection, a Texas-based company with its principal place of business at 288 County Road 126, Riesel, TX 76682 ("Provider"), and [Client's Business Name], with its principal place of business at [Client's Address] ("Client"). This Agreement governs the use of Provider's loyalty and texting application services ("Services") and supersedes all prior agreements and understandings between the parties.

1. Services Provided

Provider agrees to furnish Client with access to its loyalty and texting application, including a customer check-in system, comprehensive rewards management, a customizable dashboard, and kiosk equipment for in-store use. The Provider will be responsible for maintaining the equipment and software, ensuring they are updated and functioning optimally. However, Client is responsible for any damage resulting from misuse or abuse of the equipment.

2. Financial Terms and Payment Structure

In consideration for the Services provided, the Client agrees to pay a one-time startup fee of \$395.00, which covers the initial setup of the system, including kiosk equipment installation and dashboard customization. Following the initial setup, Services will be billed on a subscription basis. Clients may choose between a monthly payment plan of \$139.00 per month or an annual payment plan of \$1,428.00, which equates to \$119.00 per month. The initial payment for either plan is processed upon the creation of this agreement, with subsequent payments billed on or after the same day each month for the monthly plan and at the start of the year for the annual plan. 10-DLC accounts will have additional fees of one time \$44 registration fee, One time \$15 per campaign registration fee, and \$15 per month per campaign fee. Each plan includes an allowance of 3,000 text messages per month. Additional texts are billed at \$15.00 per block of 1,000. These fees will be billed at the end of the billing cycle for monthly plans and on the first day of the month following the overage for annual plans. Unused texts do not carry over. Subscriptions automatically renew unless a written notice of cancellation is provided at least 30 days prior to the end of the current billing period. Failure to cancel results in an additional fee or automatic renewal.

3. Use of Services

Client agrees to use the Services ethically and legally, and to comply with all applicable laws and regulations. Harassment, misuse, and any actions contrary to the intended use of the Services are strictly prohibited. The application is licensed for use at one location per account; additional locations require separate accounts.

4. Support and Maintenance

Provider offers support from Monday to Friday, 8:00 AM to 5:00 PM. Online issues will typically receive a response within one business day, while issues requiring physical intervention may take up to three business days. Updates to the software will be handled through automatic updates.

5. Confidentiality and Data Protection

Provider utilizes SSL encryption to protect personal information. Clients are responsible for safeguarding their username and password and must log off from public computers before closing their browser.

6. Privacy Policy

Provider will not sell, rent, or provide personal information to unaffiliated third parties for marketing purposes. Information may be disclosed to third parties as necessary for service provision or legal compliance. Data collected includes names, email addresses, mailing addresses, and phone numbers. Cookies may be used to enhance user experience. Data usage includes service provision, site improvement, personalization, contests, customer service, and communications. Consent to receive communications from Provider is obtained from customers.

7. Indemnification

Client agrees to defend, indemnify, and hold harmless Provider, its affiliates, and representatives from any claims arising out of the Client's use of the Services, breach of this Agreement, or violation of applicable laws or third-party rights.

8. Limitation of Liability

Provider, its affiliates, and representatives shall not be liable for any damages of any kind arising from the use or inability to use the Services, including direct, indirect, incidental, special, or consequential damages.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the Services and supersedes all prior agreements, representations, and understandings.