



REX

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End User Agreement

Meet Rex

www.meetrex.com

End User Agreement

Van Nellen Inc., DBA Meet Rex (“Meet Rex”), a Minnesota Corporation with offices at 696 Tanglewood Drive, Shoreview, Minnesota 55126, is willing to grant access to this website and use of the marketing product as described herein as (the “Services”) to you, the individual or single entity end-user of the Services (“you”), only upon the condition that you accept all of the terms and conditions contained in this End User Agreement, including without limitation the Spam Policy and the Privacy Policy contained herein (the “Agreement”). Please read this Agreement carefully before accepting. By selecting the ‘accept’ box, you, on behalf of yourself or your entity, as applicable, acknowledge that: (1) you have read and understand all of the terms and conditions of this agreement; (2) you are at least 18 years old; (3) you agree to be bound by all of the terms and conditions of this agreement; and (4) if acting on behalf of an entity, you have full authority to, and do, bind your entity to all of the terms and conditions of this Agreement. If you are not willing to be bound by all of the terms and conditions of this agreement, then do not select the ‘accept’ box; you will not be permitted to use the Services or any portion thereof.

1. SERVICES

1.1 Meet Rex is in the business of providing a specialized social media marketing and customer review and feedback application through a proprietary wireless technology process designed to increase the volume of client customers who are consumers of social media, including web-based services which review business establishments, services and products. Under this Agreement, upon the client providing Meet Rex with certain required customer information, Meet Rex will contact your customers by means of text-message and/or e-mail and invite the customers to respond to a brief customer satisfaction survey. The survey results will be provided to the client for internal use. Upon receipt of a positive customer survey response, Meet Rex will automatically and instantaneously invite the customer, via text message and/or e-mail, to provide a favorable social media review to one or more third party web sites or applications and will automatically cause the social media web sites or applications to appear on customers’ electronic device. Although the customer will be directed to input an on-line review, Meet Rex cannot control and does not warrant or guarantee whether customers will provide on line reviews. If the initial text and/or e-mail initial survey results in an unfavorable response by the customer, Meet Rex will transmit the response back to you for internal use and will not invite the customers to post reviews on any social media or web site applications.

1.2 To use the Services offered by Meet Rex, you must provide complete and accurate information on the registration form on the web-site and pricing page. As part of the registration process and subsequent marketing, you will identify an e-mail address and/or text-messaging telephone number for your Meet Rex system account. Meet Rex reserves the right to refuse registration of, or cancel, accounts it deems inappropriate. You are responsible for maintaining the security of your account, passwords and files and for all uses of your account and of the Services in your name.

1.3 Meet Rex will provide the Services set forth in the pricing page for clients who provide required customer information at the fees set forth in the signup page. Meet Rex may, from time to time and at its sole discretion, enhance and otherwise change the hardware, software and/or system used for its marketing service.

2. Content; Subscriber’s Customer Information

2.1 Creation and Management. “Content” means any and all data or other information that you provide to Meet Rex and that your customers provide to Meet Rex and to any third party social media vendor. You acknowledge that Meet Rex is acting as a passive conduit of the Content of any social media reviews provided by client’s customers and that Meet Rex has no obligation, and undertakes no responsibility, to review any of the customer generated posted on any third party social media site.

2.2 Spam and Privacy Policies. You will comply at all times with Meet Rex’s then-current Spam Policy and then-current Privacy Policy which are referenced herein at Paragraphs 9 and 10. Meet Rex may, from time to time and in its sole discretion, revise its Spam Policy and/or Privacy Policy.

2.3 Content, Customer data. You will be solely responsible for providing to Meet Rex all Content in the format(s) specified. In addition, you will provide Meet Rex with full and accurate customer information.



2.4 Customer Information. Meet Rex does not sell, rent or otherwise make data regarding your customers available to third parties unless you have obtained the customers permission and you have asked Meet Rex to do so. You will be solely responsible for (a) informing your customers that a third party administers your electronic marketing distribution and (b) obtaining your subscribers’ consent to the use of their personally identifiable information in connection with the services provided by Meet Rex as described herein.

3. Fees and Payments

3.1 Fees. The current schedule of fees for the electronic marketing product of Meet Rex as described herein is set forth below:

<input type="checkbox"/> BASIC	<input type="checkbox"/> STANDARD	<input type="checkbox"/> PREMIUM
\$20 per month BILLED ANNUALLY	\$69 per month	\$129 per month
OR \$29 MONTH-TO-MONTH		
Up to 50 texts / emails per month, per user*	Up to 300 texts / emails per month, per user*	Up to 1000 texts / emails per month, per user*, plus CSV support

**Per Company Address*

Meet Rex may revise such schedule from time to time, provided that the revised fees will be effective only with regard to the electronic marketing services that you request after the revised fees have been posted.

3.2 Payment. You must pay Meet Rex monthly in advance for each month in which you want to use the herein electronic marketing service. In addition to the listed fee, you will pay all sales, use, excise and other taxes that may be levied upon either party in connection with this Agreement or on activities related to the electronic marketing program, except for taxes based on Meet Rex’s net income. All fees are non-refundable; you acknowledge and agree that you will not be entitled to receive any refund and/or credit in connection with any prepaid fees.

4. Term and Termination

The initial term of this Agreement will commence upon the Effective Date and, unless earlier terminated as provided herein, will continue for one (1) year. If you terminate during the first year for any reason other than our material breach (and our failure to cure after 30 days’ notice), you will still be responsible for the fees due for the entire year. After the initial term of one year, this Agreement automatically renews for one-year periods until terminated by either party by giving notice at least 30 days prior to the end of the then-current term. Fees for Services and Products (“Fees”) are payable as provided on any sign-up document. If payment is not received when due, you agree to pay 12% annual interest on any overdue amount. You understand and accept that, unless otherwise expressly stated on the applicable order, our services are subscription services that operate on an auto-renewal basis such that your credit card, debit card, electronic payment, or other method of payment (“Accounts”) will be assessed the specified Fees at regular intervals based on your subscription program (annually, quarterly, or monthly). The Fees will be paid in advance. Meet Rex may terminate this Agreement immediately upon providing notice if (i) you do not comply with the Spam Policy or Privacy Policy; (ii) you provide objectionable Content that Meet Rex refuses to distribute on 1 or more occasions or (iii) your monthly fees are not paid when due on 1 or more occasions. Meet Rex may terminate any or all Services at any time.

5. Representations, Warranties, Covenants; Disclaimers

5.1 Client. You represent, warrant and covenant the following: (a) you have full rights to enter into and perform your obligations under this Agreement; (b) you are the owner or valid licensee of the Content including each element thereof and all intellectual property embodied therein; (c) you will not provide any Content that (i) infringes on any third party's intellectual property rights, (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing privacy and export control, (iii) constitutes defamation, trade libel, invasion of privacy or violation of any right of publicity, (iv) is pornographic or obscene or (v) does not comply both with Meet Rex's Spam Policy and Meet Rex's Privacy Policy; and (d) you will not use the Meet Rex marketing program to attempt to evade U.S. export controls on encryption in any way. You will use all commercially reasonable efforts to provide Content that is accurate and correct in all respects and that contains no viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

5.2 Meet Rex represents and warrants that it will use commercially reasonable efforts in providing all Services. Meet Rex does not, however, guarantee continuous or uninterrupted electronic marketing Services; in the event of interruption to the Services, Meet Rex's sole obligation will be to restore service as soon as reasonably possible.

5.3 Disclaimer. Other than as expressly stated in Section 5.2, Meet Rex provides all services "AS IS" and without any warranty of any kind. You acknowledge that, except as expressly provided herein, Meet Rex has not made any representations, warranties or covenants, express or implied, regarding the electronic marketing services, including any implied warranty of Merchantability, Title, Non-Infringement or Fitness for a Particular Purpose or implied warranties arising from course of dealing or course of performance.

5.4 Waiver of Restrictions. Various state and federal laws may restrict the use of personal information similar to the customer information you provide to Meet Rex. By providing information, the use and collection of which may be restricted by law, you waive any protections or restrictions related to such information.

6. Intellectual Property; Confidentiality

6.1 As between you and Meet Rex, Meet Rex is and will remain the sole and exclusive owner of all right, title and interest in and to Services and all intellectual property rights embodied therein. You will not, directly or indirectly: reverse engineer; decompile; disassemble; or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through, the Services or any software, documentation, or data related to the Services. If you are using the Services in any country in the European Community, the prohibition against reverse engineering, decompiling, disassembling or creating derivative works based on the Services or the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

6.2 "Confidential Information" means information disclosed, furnished, communicated or otherwise made available by one party to the other concerning technology, know-how, product development plans, business plans, pricing, subscriber count, subscriber identity and subscriber data, whether communicated verbally or in writing; however, Confidential Information does not include any information that (a) can be shown was already known to the receiving party at the time of disclosure, (b) is independently developed by the receiving party without any use of or reference to the disclosing party's information, (c) is provided to the receiving party by a third party without violation of the disclosing party's rights or (d) is already in or enters into the public domain by some action other than breach of this Agreement. Each party agrees, for the term of this Agreement and 3 years thereafter, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information except as authorized by the disclosing party and not to use such Confidential Information except as permitted hereunder. The prohibition on disclosure will not apply to the extent that Confidential Information is required to be disclosed as a matter of law or by order of a court, provided that the receiving party uses reasonable efforts to provide the disclosing party with prior notice of such requirement and reasonably assists in obtaining a protective order

therefor. Confidential Information of a party is and will remain the property of such party, notwithstanding any permissible disclosure under this Agreement.

7. Indemnity

7.1 Obligation. Each party will defend, indemnify and hold harmless the other party and its directors, officers, agents and employees for any and all losses, damages, costs, liabilities or expenses, including without limitation reasonable attorneys' and expert witnesses' fees (collectively, "Liabilities"), incurred or arising from any breach of such party's respective representations, warranties or covenants in Section 5. You further agree to defend, indemnify and hold harmless Meet Rex, its directors, officers, agents and employees for any Liabilities incurred or arising from any claims arising from the sale or license of goods or services in connection with any marketing information provided in the Services referenced herein.

7.2 Mechanics. All defense and indemnity obligations are contingent upon the indemnified party: (a) providing prompt notice to the indemnifying party of any claim, action or proceeding giving rise to an indemnifiable event; (b) granting sole control of the defense and/or settlement negotiations to the indemnifying party (except that the indemnified party's prior written consent will be required where any settlement reasonably can be expected to require a material affirmative obligation of, or result in any ongoing material liability to, the indemnified party); and (c) providing reasonable cooperation and, at the expense of the indemnifying party, assistance in the defense or settlement.

8. Limitations on Liability

Except for each party's obligation assumed in Section 7, in no event will either party be liable for any special, indirect, incidental or consequential damages (including but not limited to such damages arising from breach of contract or warranty or from negligence or strict liability), or for lost data, interrupted communications or lost profits arising out of or in connection with this Agreement. Except for each party's obligation assumed in Section 7, under no circumstances will either party be liable to the other for an amount greater than the amounts paid by you to Meet Rex under this Agreement.

9. Anti-Spam Policy

At Meet Rex, we are aware of our responsibilities as a good internet citizen and are dedicated to protecting the privacy rights of other Internet citizens. We oppose the sending of unsolicited e-mail and text-messages (spam) as defined herein. Meet Rex does not authorize anyone to use our services for the purpose of sending spam. We refuse business from known spammers. If a current Meet Rex customer uses our services to spam anyone, that customer's service contract will be voided without refund.

THERE ARE THREE WAYS BY WHICH A CUSTOMER MAY VIOLATE THIS ANTI-SPAM POLICY:

1. By sending spam.
2. By not responding properly to an inquiry from a Meet Rex staff member about the source of a particular email list, email address or text telephone number.
3. By sending to a recipient that has previously unsubscribed from your account.

Meet Rex may determine at its sole discretion whether a customer is spamming. There are a number of factors Meet Rex uses to determine whether a customer is spamming, including, but not limited to: complaints sent to abuse report addresses, SpamCop reports, complaints sent to any of Meet Rex upstream providers, and evaluating a customer's email statistics and recipient addresses. Decisions made by Meet Rex personnel regarding a customer's use of Meet Rex are final.

MORE INFORMATION ABOUT SPAM

DEFINITION OF SPAM



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Spam is unsolicited e-mail and/or text sent in bulk. Any promotion, information or solicitation that is sent to a person via e-mail and/or text without their prior consent, where there is no pre-existing relationship between the sender and the recipient, is spam.

EXAMPLES OF SPAM

1. Any e-mail message or text that is sent to a recipient who had previously signed up to receive newsletters, product information or any other type of bulk e-mail but later opted-out by indicating to the sender that they did not want to receive additional e-mail, is spam.
2. Any e-mail message or text that is sent to recipients that have had no prior association with the organization or did not agree to be emailed by the organization is spam.
3. Any mass e-mail or text campaign that is sent to a recipient without a way for a person to opt-out or request that future mailings not be sent to them, is spam.
4. Any e-mail message that does not have a valid e-mail address in the "From" line is spam.
5. Any e-mail message that contains any false or misleading information in the header, subject line or message itself is spam.
6. Any e-mail that says you can earn money each week from home is spam.
7. Any e-mail message that promotes an adult web site is spam, unless the recipient has specifically requested information from that web site.
8. Any message that contains "ADV:", "ADV ADLT:", or "ADV ADULT" in the subject is spam.
9. Any message that is sent to e-mail addresses that have been harvested off of web sites, newsgroups, or other areas of the Internet is spam.
10. Any message that is sent to e-mail addresses that have been gathered via "e-mail appending", also known as, e-pending, is spam. E-pending is the practice of merging a database of customer information that lacks email addresses for the customers with a third party's database of email addresses in an attempt to match the email addresses with the information in the initial database.

WHAT IS NOT SPAM?

1. An e-mail and/or text message is NOT spam if the recipient in anyway requested e-mail and/or texts to be sent to them from the sender or the sender's organization.
2. An e-mail and/or text message is NOT spam if the client has a pre-existing relationship with the customer and the customer has provided an e-mail address and/or text number to the client.
3. Anytime an organization sends a mass e-mail message and/or text to one of its customers, it is NOT spam provided that the organization offers a way for the customer to opt-out of future mailings and that the customer did not previously opt-out.
4. An e-mail and/or text message is NOT spam when sent to recipients who agreed to receive information or promotions from a partner organization (as long as there is a clear opt-out option).

Any customer that sends spam is in violation of this Anti-Spam policy. Any and all clients who have entered into to this agreement represent to Meet Rex that they have reviewed and read the Meet Rex Anti-Spam Policy as referenced herein and agree that by providing any customer information to Meet Rex for purposes of performing the services that are the subject of this agreement that said client has obtained the permission or consent of their customers to authorize Meet Rex to communicate with said customers in accordance with Paragraph 1 of this agreement and in a manner that is in compliance with the Anti-Spam Policy of Meet Rex.

10. Privacy Policy

Meet Rex receives from its client's certain customer information that the clients' customers may consider private but which customers have authorized disclosure to the client. That information may include the name of the customer and customer's e-mail and/or text address/number. Meet Rex agrees to not directly disclose the clients' customer information to any third party in the absence of the implied consent of the customer. Implied customer consent would include the decision of the customer to respond to a text and/or e-mail inviting the customer to



respond to a survey and/or a customer review posted with a third party social media web site or application rating the client's business, service or product.

11. Arbitration/Mediation

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate and/or mediate, shall be determined by binding arbitration and/or mediation in the City of Saint Paul, County of Ramsey, State of Minnesota before one arbitrator and/or mediator. The arbitration and/or mediation shall be administered by the American Arbitration Association unless by agreement of the parties, they elect to have the matter arbitrated and/or mediated by another arbitration/mediation organization or person. If the parties are unwilling to mediate, the matter shall be arbitrated. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12. General Provisions

12.1 This Agreement will be governed by the laws of the State of Minnesota without giving effect to principles of conflict of laws. Each party agrees to submit to arbitration and/or mediation in the City of Saint Paul, County of Ramsey, State of Minnesota.

12.2 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force.

12.3 The waiver by either party of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

12.4 Meet Rex may subcontract all or a portion of its responsibilities hereunder.

12.5 If the performance of this Agreement or any obligation hereunder, except the making or payments, is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected will be excused from such performance to the extent of such prevention, restriction or interference.

12.6 The parties to this Agreement are independent contractors; no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.

12.7 Any notices will be given to the appropriate party at the address specified on the first page or at such other address as the party has specified in writing. Such notice will be deemed given in the following circumstances: if sent by personal delivery, upon such delivery; if sent by telephone facsimile or electronic mail, upon confirmation of delivery; if sent by national carrier, two (2) days after date of delivery to such carrier; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

12.8 This Agreement, including the attached exhibits, sets forth the entire agreement of the parties and supersedes any other communications between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties.

12.9 Agreement Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

12.10 By selecting the 'accept' box, you are agreeing to be bound to this agreement and clicking the 'accept' box is the legal equivalent of your signature on a written contract.

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CONTACT INFORMATION

NUMBER OF REVIEWS

BILLING INFORMATION

CREDIT/DEBIT CARD INFORMATION

Meet Rex accepts Visa, Mastercard, Discover, and American Express

Accept Terms and Agreement

BY JOINING MEET REX, YOU ARE AGREEING TO OUR TERMS OF USE. TO ENSURE CONTINUOUS SERVICE, YOUR MEMBERSHIP WILL BE AUTO-RENEWED UNLESS CANCELED. YOU CAN CANCEL ANY TIME AND GET YOUR MONEY BACK. ALL PRICES IN US DOLLARS.

