

Client Terms of Service Agreement Overview

RANE LLC, DBA Text Your Prospect has developed and licenses a system called Text Your Prospect, which allows Users to promote a legal and ethical network marketing opportunity and/or Client program and/or opportunities or programs of their choice.

RANE LLC, DBA Text Your Prospect operates and manages the Text Your Prospect system to assist network marketers in the building of their business on the Web and with various telecommunication systems and methods. Where the words "I" or "We" or "Me" or "Us" or "Service" or "Text Your Prospect" occur and are used herein they are meant to describe Text Your Prospect and/or the Text Your Prospect System where appropriate. Where the word "You" is used herein it is meant to describe any individual who subscribes to and uses the Service.

Subscription

You wish to subscribe to and participate in the use of the Text Your Prospect Software (the "Service"). You understand that participation in the Service will involve establishing contractual arrangements with third parties.

In order to be an authorized Client of the Text Your Prospect, you must agree to abide by all of the terms and conditions contained in this Exhibit ("Client Terms of Service Agreement"). All subscribers must read this agreement carefully and agree to all of the terms and conditions herein before registering and using the Text Your Prospect Service.

This Agreement (the "Agreement") is made by and between Text Your Prospect, and you, as a Subscriber in a Text Your Prospect system.

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on my or our behalf. You will not make any statement, whether on your Text Your Prospect

Replicated Web Site or otherwise, that reasonably would contradict anything in this Agreement.

Limited License

Text Your Prospect grants to you a personal, non-sub-licensable, non-exclusive license to participate in the Service. As part of the Service, you will have access to information, communications, software, photos, text, video, graphics, music, sounds, images and other material and services posted onto the Service by Text Your Prospect.

Text Your Prospect grants to you a personal, non-sub-licensable, non-exclusive license to use that Content from the Service for individual personal use ONLY.

All other use of the Content, including but not limited to, modification, publication, transmission, participation in the transfer or sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation into another Web site, mirroring the Service, or in any other way exploiting any of the Content, in whole or in part, is prohibited without first obtaining Text Your Prospect's written consent.

The Service

All services provided by Text Your Prospect may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any international, United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute.

In consideration of your compliance with the terms and conditions of this Agreement, Text Your Prospect agrees to provide the Service to You. Use of the Service constitutes your agreement with the terms and conditions of this Agreement. You shall not rent, sell, lease or otherwise transfer the Service for the benefit of a third party and You will not utilize the Service in a manner that violates applicable laws of Your jurisdiction. You do not work for, and do not constitute, a government agency or body.

Text Your Prospect reserves the right, at its discretion, to change, modify, add or remove portions of this Agreement at any time. Notification of the changes in the Service or this Agreement will be posted on the Web, or sent via e-mail, or postal mail.

Text Your Prospect may change, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database or content. Text Your Prospect may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

Text Your Prospect is not responsible for guaranteeing the delivery of emails sent through the system. Text Your Prospect will not be responsible for any delays, blocks, or filters associated with email delivery.

If these operating guidelines or any future changes are not acceptable to you or cause you no longer to be in compliance with this agreement, you may cancel Your Service by sending a message to support via the 'Have Feedback?' link in the Text Your Prospect back office.

Your continued use of the Service now, or following the posting of notice of any changes in these operating rules, will constitute a binding acceptance by you of such rules, changes or modifications.

Your right to use the Service is subject to any limits established by Text Your Prospect in its sole discretion.

Registration for Service, Password and Security

To become a Subscriber so you can use the service, you must register by providing us with current, complete and accurate information as prompted by the Signup Form. Paying Subscribers will also choose a password and a site ID name. You shall provide Text Your Prospect with accurate, complete and updated registration information. You shall not knowingly provide inaccurate information with the intent to create a false identity.

You also agree not to provide false or misleading information in the administrative panel of the software or your web site. This includes, but is not limited to providing false e-mail address in FROM: field on outgoing emails.

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree not to provide false or misleading information on the Service sign up form. This includes, but is not limited to providing false name or e-mail address.

You agree to notify Text Your Prospect immediately of any unauthorized use of your account or any other breach of security. You agree that Text Your Prospect is the neutral host of the Service and has no responsibility or liability in relation to the business opportunities that you represent as part of your use of the Service.

You agree to indemnify, defend, and hold Text Your Prospect and its affiliates, officers, directors, employees and agents (collectively, "Text Your Prospect") from and against any and all liability, claims, losses, damages, injuries or expenses (including attorneys' fees) directly or indirectly arising from or relating to Your use of the Service and any dispute relating thereto.

You agree that Text Your Prospect may rely on any data, notice, instruction or request furnished to Text Your Prospect by You, which is reasonably believed by Text Your Prospect to be genuine and to have been sent or presented by a person reasonably believed by Text Your Prospect to be authorized to act on your behalf.

You shall notify Text Your Prospect via the 'Have Feedback?' link of any known or suspected unauthorized uses of Your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of Your password and you are responsible for all usage and activity on Your account, including use of the account by a third party authorized by You to use Your account.

Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Text Your Prospect and referral to the appropriate law enforcement agencies.

You acknowledge and agree that You will promptly notify Text Your Prospect if you are aware of any person who, in your good faith opinion, is or is intending to take unfair advantage of the Service provided by Text Your Prospect.

Text Your Prospect reserves the right to send e-mail to You for the purposes of informing you of applicable Offers, changes or additions to the Service or any related products and services.

Subscriber Privacy

Your privacy is important to us. Please see our posted privacy policy for more detailed information.

Subscriber Conduct

Text Your Prospect retains the right, at its sole discretion, to determine whether or not a Subscriber's conduct is consistent with the letter and spirit of the Terms of Service Agreement or Conditions or Policies and Procedures of Text Your Prospect and may terminate Service if a Subscriber's conduct is found to be inconsistent with said Terms of Service Agreement and/or Conditions and/or Policies and Procedures.

Any unauthorized use of the Service, or the resale of the Services, is expressly prohibited. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the Service. By way of example, and not as a limitation, you agree not to:

- Use the Service in connection with chain letters, junk email, pyramid schemes, illegal or unethical testimonials, cross soliciting, money games, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Harvest or otherwise collect information about others, including email addresses, without their consent;

- Create a false identity or forged email, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;
- Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
- Libel, defame or slander any person, or infringe upon any person's privacy rights;
- Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;
- Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;
- Interfere with another Affiliate's use and enjoyment of the Service or another entity's use and enjoyment of similar services; or engage in any other activity that Text Your Prospect believes could subject it to criminal liability or civil penalty or judgment.

Spam

You are bound by the spam policy listed here.

Email

You agree to receive e-mail messages from Text Your Prospect. These include, but are not limited to our Newsletter, service updates, new product information, etc.

Forbidden Content

The Software and communications tools will not host, post or promote ANY website which advocates, encourages, endorses, or makes possible any form of, pornography, gambling, pyramid schemes, illegal testimonials, or any type of business opportunity that is unethical, illegal or otherwise objectionable program whatsoever. Affiliates are prohibited from transmitting on or through any of Text Your Prospect's services, any material that is, in Text Your Prospect's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or that encourages conduct which would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. Affiliates are prohibited from making any income claims or illegal product claims of any sort. This action WILL RESULT in immediate termination of your account without refund. Any service interruptions as a result of subscribers spamming will be billed to the subscriber at \$500.00 per hour, with a \$1,000 minimum billing for clean up. Subscriber will also be in violation of the Text Your Prospect Service Agreement and may be subject to legal action.

Text Your Prospect reserves the sole right to ban ANY business opportunity from being promoted through the software.

Should Text Your Prospect discover that your site or your communications promote programs of illegal activity in any form will constitute grounds for immediate suspension or termination of your site, and the loss of your entire contact database.

Text Your Prospect does not take responsibility for monitoring any usage of the system. It is your responsibility to ensure that all usage of the system complies with this contract.

Payments

Text Your Prospect also reserves the right at any time to charge fees for access to the Service or the Service as a whole. In the event that Text Your Prospect so elects, it shall post a notice at an appropriate location on Text Your Prospect's Web site.

If you order the Text Your Prospect system, or purchase any other type of account or additional fee-based service from Text Your Prospect, You authorize Text Your Prospect to utilize its merchant account provider to charge your account provided

during the purchase/enrollment process. You authorize Text Your Prospect to charge your account a monthly, quarterly or annual subscription fee based on the subscription type you selected during your sign up process. ALL subscriptions are auto-renewing. Your credit card charge will come on your statement as: Text Your Prospect. It is your responsibility to keep your payment information accurate and current with Text Your Prospect. If a payment cannot be processed, you will be given a minimum of 7-business days notice to rectify the situation and make the payment. Failure to rectify the situation within 7 business days will lead to a cancellation of the account as described below.

Submitting/Importing Information: You represent to Text Your Prospect that any and all emails you upload into the system are Opt in and have specifically requested information regarding your opportunity. You also represent that any content you upload to the Service is solely owned by You or provided by You with the express authority of the owners, does not infringe upon any other individual's or organization's rights (including, without limitation, copyright, trademark or intellectual property rights).

By submitting Content, Data or Leads to any "Public Area" (e.g. public chat rooms, bulletin boards, auto responder, etc.) You automatically grant to Text Your Prospect a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, sell, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content, Data, or Leads (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or Technology now known or later developed for the full term of any rights that may exist in such Content.

Although Text Your Prospect provides some encryption to protect certain personal information which is transmitted, You understand that Your uploads and transmissions may be intercepted and used, and that all the risk associated therewith is solely Yours. You shall not upload to, or distribute or otherwise publish through the Service any Content, which is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law. As Text Your Prospect does not and cannot

review every message created by You, You shall remain solely responsible for the content of your messages.

Text Your Prospect reserves the right to disclose information about sales and usage generated by the Service in forms that do not reveal Your personal identity.

Idea Submissions

Text Your Prospect welcomes specific comments regarding the Service. If you send us creative suggestions, ideas, notes, drawings, concepts or other information (collectively "Information"), the Information shall be deemed, and shall remain, the property of Text Your Prospect. None of the Information shall be subject to any obligation of confidentiality on the part of Text Your Prospect and Text Your Prospect shall not be liable or owe any compensation for any use or disclosure of the Information.

Proprietary Information

You acknowledge that, in the course of using the Service you will obtain information relating to the Service and/or to Text Your Prospect ("Proprietary Information"). Such Proprietary Information shall belong solely to Text Your Prospect and includes, but is not limited to, the features and mode of operation of the Service.

In regard to this Proprietary Information You agree not to use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of Text Your Prospect, or unless such Proprietary Information becomes part of the public domain without breach of this Agreement by You.

Use of Proprietary Software

Subject to the terms and conditions of this Service Agreement, Text Your Prospect grants you an individual, personal, non-sub licensable, non-exclusive and non-transferable license (the "License") to use its proprietary software, in object code form only, and only in accordance with the applicable end user documentation, if any, and only in conjunction with this Service Agreement. You will not, directly or indirectly, reverse engineer,

decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software; or copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software; use the software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on the software. As between the parties, you acknowledge that Text Your Prospect and its licensors retain ownership of all software, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this License will terminate and you will cease to use the software. The software is provided "AS IS" and subject to the warranty disclaimers and limitations found in this service agreement.

Cancellation

You may cancel service at any time by filling out the contact form or have feedback form in the back office. Upon termination, your login access to the Text Your Prospect service will be limited to only the ability to login and re-enable your service. You are responsible for all actions and charges incurred up to the time that the account is deactivated.

NO refunds or partial refunds will be provided for unused time of a subscription cycle.

Cancellation of your service from any other associated or affiliated program will NOT automatically cancel your agreement with Text Your Prospect. Once Text Your Prospect has received your cancellation request, your account (and all future charges) will be canceled. We require a **FIVE-BUSINESS DAYS NOTICE BEFORE YOUR NEXT BILLING CYCLE DATE**. If you don't submit your cancellation notice with five or more business days left before your next billing cycle date your account will be charged for the subscription type you have your account set to on your billing cycle date once more before your account can deactivate.

You agree that Text Your Prospect has the right to delete all data, files, leads or other information that is stored in the

Affiliate's account if either Text Your Prospect or the subscriber terminates the subscriber's account with the company, for any reason. In addition, Text Your Prospect and its associated companies retain the right to use the data, files, leads, and other information stored in the Affiliate's account.

Termination

Text Your Prospect may, in its sole discretion, terminate or suspend Your access to all or part of the Service for any reason, including without limitation, breach of this Agreement, or assignment of this Agreement by You.

Upon termination, you shall no longer be entitled to use the Service and the licenses granted hereunder shall terminate and You shall immediately return or destroy all Proprietary Information, but the terms of this Agreement will otherwise remain in effect. Disclaimer of Warranties, Limitation of Liabilities, and Indemnification Text Your Prospect does NOT warrant that the Text Your Prospect web sites and related web sites and/or services will be error free or uninterrupted and we will not be liable for the consequences of any interruptions or errors.

The Text Your Prospect web site and Service is distributed on an "as is" basis without warranties of any kind, either expressed or implied. Text Your Prospect will not be responsible for ANY losses, damages or costs that you and/or your business may suffer when using the Text Your Prospect web sites and related web sites and/or services. Text Your Prospect's approval status may change without notice during the time of your subscription, therefore, you expressly agree to indemnify and hold harmless Text Your Prospect from ANY claims resulting from your use of the Text Your Prospect websites and related web sites and/or services. You expressly agree that use of the Text Your Prospect websites and related web sites and/or services is at your sole risk and you understand such risks are an inherent part of business.

You expressly agree that neither Text Your Prospect nor its service providers, affiliates, licensors, employees and/or contractors shall have ANY liability for ANY damages suffered by you, your business or ANY other 3rd party as a result of the use

or misuse of the websites and related web sites and/or telecommunication services.

Responsibility of Content

Text Your Prospect exercises no control whatsoever over the content, information and data passing through its Service, including but not limited to the Software, World Wide Web domain textyourprospect.com, telecommunications, and Internet server.

Subscriber business opportunity links in the Service lead to sites maintained by individuals or organizations other than Text Your Prospect over whom Text Your Prospect has no control.

Text Your Prospect provides these links for their prospects, and the inclusion of any link on the Service does not imply any endorsement by Text Your Prospect of the linked sites, their content or owners.

Text Your Prospect makes no representations whatsoever about any other website which you may access through the Service. When you access a non-Text Your Prospect web site, please understand that it is independent from Text Your Prospect, and that Text Your Prospect has no control over the content on that website.

In addition, a link to a non-Text Your Prospect website does not mean that Text Your Prospect endorses or accepts any responsibility for the content or the use of such website.

Nonassignability

Neither the rights nor the obligations arising under this Agreement are assignable or transferable by you, and any such attempted assignment or transfer shall be void and without effect.

System accounts cannot be transferred or used by anyone other than the subscriber. Accounts, which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation.

You are not allowed to let others access and use the Service, nor make your password visible to others. You may not attempt to find out the password of another user of the Service.

Modification

We may modify any of the terms and conditions contained in this Agreement, at ANY time and in our sole discretion, by posting a change notice or a new agreement on our site. If any modification is unacceptable to you, or if you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Text Your Prospect in operating the Service, your only recourse is to terminate this agreement by canceling your service. Your continued participation in the program following our posting of a change notice or a new agreement on our site will constitute binding acceptance of the change.

Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Orange County, Florida except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Nevada (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by

applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

The laws of the United States and the State of Nevada will govern this Agreement, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Text Your Prospect Copyrights

Any and all content on the Text Your Prospect site and related sites, including but not limited to text, graphics, logos, picture images, audio files, video files, multi-media, music, sound, intellectual property and software is the property of Text Your Prospect and is protected by U.S. and international copyright and trademark laws. No part of the web site or related web sites may be reproduced or transmitted in any form or by any means without written permission from Text Your Prospect.

Text Your Prospect's copyright notice (Copyright © by Text Your Prospect. All Rights Reserved) appears to remind you that everything on the Text Your Prospect sites and site is owned by Text Your Prospect and protected by copyright as a collective work or compilation (or both) with the exception of works identified by someone else's copyright notice.

DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITIES, INDEMNIFICATION

Text Your Prospect makes no warranties of any kind, whether expressed or implied, for the service it is providing. Text Your Prospect also disclaims any warranty of merchantability or fitness for a particular purpose. Text Your Prospect will not be

responsible for any damage suffered. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by Text Your Prospect's negligence or the subscriber's errors or omissions. Use of any information obtained via Text Your Prospect is at your own risk. Text Your Prospect specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Text Your Prospect DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. Text Your Prospect WILL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS THAT YOU AND/OR YOUR BUSINESS MAY SUFFER WHEN USING THE SERVICE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS Text Your Prospect FROM ANY CLAIMS RESULTING FROM YOUR USE THE SERVICE. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER Text Your Prospect NOR ITS SERVICE PROVIDERS, AGENTS, LICENSORS, EMPLOYEES SHALL HAVE ANY LIABILITY FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE USE OR MISUSE OF THE SERVICE.

Entire Agreement

This Agreement constitutes the entire agreement between Text Your Prospect and You pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties hereto. Should any provision of this agreement be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this agreement shall remain unaffected thereby unless otherwise stated. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Text Your Prospect's service constitutes acceptance of these Terms and Conditions.

Inurement

The provisions of this agreement shall be binding on you and ensure to the benefit of the successors and assigns of Text Your Prospect. Text Your Prospect may assign this Agreement at any time in its sole and absolute discretion and without your consent.

Independent Investigation

You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

By clicking on the "Accept" button and using the Text Your Prospect services you indicate your acceptance of this agreement and its terms and conditions. If you do not agree to all of the terms and conditions of this agreement, then you will not be able to subscribe for a web site.

Credit Card Information

It will appear on your credit card statement as RANE LLC.

You can reach Text Your Prospect by the following methods

Our method of communication is via the Back Office 'contact' or 'Have Feedback?' forms. All customer support back office form submissions will be answered within 24-48 hours unless otherwise stated or on a weekend.

Hours of operations:

- Monday thru Friday - 9AM PST to 4PM PST
- Saturday - CLOSED - email service only
- Sunday - CLOSED - email service only

If you are unable to log into your system's back office you make contact us at sales@textyourprospect.com