

# TERMS OF USE FOR SUNDO LLC DBA ZELIG WEBSITE

Thank you for visiting the internet website at <https://zelig.com/> ("Company Website") which is owned by SUNDO LLC DBA ZELIG a California limited liability company ("Company" or "We" or "Us"). Company provides these Terms of Use (the "Agreement") to notify all users of Company's policies with regard to the terms and conditions that govern their use of this Company Website. Use of this Company Website is conditioned on acceptance, without modification, of this Agreement by you as a user of this Company Website ("You" or "User" or "Your").

BY CONTINUING TO USE THIS COMPANY WEBSITE, YOU HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IT IS PRESENTED TO YOU AS OF THE DATE OF YOUR FIRST USE OF THE COMPANY WEBSITE (THE "EFFECTIVE DATE"). NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THIS AGREEMENT WILL BE ACCEPTED BY SUNDO LLC DBA ZELIG. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD NOT USE THE COMPANY WEBSITE. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. YOU SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR YOUR RECORDS

By visiting this Company Website, You agree to the following:

1. Definitions. In addition to all other defined terms in this Agreement, the following terms have the following meaning:

- 1.1 "Company Server" or "Server" means the computer software or hardware that serves and hosts the Company Website to users across the Internet; and
- 1.2 "User(s)" mean any user of the Company Website.

2. Access; Conditions to Use of the Site.

- 2.1 Subject to all of the terms and conditions of this Agreement, Company hereby grants to User a non-exclusive, revocable, and limited right to access and use the Company Website in strict compliance with this Agreement ("Access Right") or with any other agreement that the User has entered into with Company. Company reserves the right to suspend or revoke this Access Right at Company's discretion without notice. Notwithstanding the foregoing Access Right, Company also has the right to change, suspend, or discontinue any (or all) aspects or features of the Company Website at any time, and from time to time, including the availability of any content or features on the Company Website. This Access Right granted to User under this Agreement will immediately terminate upon the expiration, cancellation or termination of this Agreement for any reason.
- 2.2 User shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the Company Website, including, without limitation, Internet connections, modems, hardware, software, and long distance or local telephone service.
- 2.3 As a condition of Client's use of the Company Website, User covenants to Company that User will not use the Company Website for any unlawful purpose or for any purpose that is prohibited by this Agreement. User may not use the Company Website in any manner that could damage, disable, overburden, or impair the Company Website and any Company

Servers, or interfere with any other party's use and enjoyment of the Company Website. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Company Website.

- 2.4 Notwithstanding any assistance that Company may provide, the User assumes sole responsibility for the uploading and updating of any of the User's Content (if any) as may be available through the Website.
- 2.5. Users further agree as follows:
  - 2.5.1 Without limiting the generality of the foregoing, User agrees to all of the following provisions:
    - (a) User will not upload to, distribute or otherwise publish through the Website any data, information, messages, text, works, material or any other content, including, without limitation, any personal identifiable information related to the User (collectively, "Content") that is unlawful, libelous, defamatory, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, obscene, or otherwise objectionable;
    - (b) User will not upload or transmit any Content that would violate the rights of any party, would constitute or encourage a criminal offense, or would otherwise create liability or violate any local, state, federal or international law,
    - (c) User will not upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party anywhere;
    - (d) User will not impersonate any person or entity or otherwise misrepresent the User's affiliation with a person or entity;
    - (e) User will not distribute or publish unsolicited promotions, advertising, or solicitations for any goods, services or money, including junk mail and junk e-mail;
    - (f) User will not use the Company Website for purposes not authorized by Company; and
    - (g) User will not use the Company Website for any illegal purpose or any fraudulent scheme or transaction.
  - 2.5.2 User hereby grants Company a perpetual, worldwide, transferable, fully paid up right to use User's Content to:
    - (a) provide the User with the any of the services contemplated by the Company Website, under this Agreement or under any other contract between User and Company, including without limitation any other uses normally intended for Users,
    - (b) to assistant or coordinate with any claims arising out of the use of the Company Website, including without limitation any claims involving property management professionals; and
    - (c) with any of their to assist in their claim; and for any other lawful purpose in carrying out Company corporate purpose or operations.
- 2.6 Without limiting the generality of any other provisions herein, User agrees to all of the following provisions:
  - (a) Users are prohibited from violating or attempting to violate the security of the Company Website or any Company Server, including, without limitation, (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any user, host, or network; or (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services;
  - b) any violations of any system or network security (including, but not limited to, that of the Company Website or any Company Server) may result in civil or criminal liability; and

- (c) Company] has the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. Company also reserves the right to cooperate with any and all law enforcement agencies, including complying with warrants, court orders and subpoenas and disclosing to law enforcement agencies any information about any User and anything a User does with respect to the Company Website. By User's use of the Company Website, User authorizes Company to take such action.
- 2.7 In the event the Company Website, now or in the future, allows User to upload, transmit, or otherwise contribute any Content to the Company Website, User hereby represents and warrants to Company that User has the lawful right to distribute and reproduce such Content. Also, User is solely responsible for its conduct (and the conduct of its users) while using the Company Website, including, but not limited to, all Content in any folders or web pages (if any), or through any other transactions or interactions User generates, transmits, or maintains via the Company Website. Company takes no responsibility for any such online distribution or publication by User or by any other party. Company cannot and will not review every message or other Content that User or any other party may generate or post, and Company is not responsible for the Content thereof.
- 2.8 In addition to any other right to terminate this Agreement, Company hereby has the absolute right to immediately terminate, without warning, any account that it believes, in its sole discretion, breaches any of the provisions of this Section 2.

### 3. Copyrights and Other Intellectual Property Rights; Reservation of Rights.

- 3.1 Company's policy is to respect the copyright and intellectual property rights of others. Company has the absolute right to (i) immediately terminate, without warning, all rights (including, without limitation, all Access Rights) of any Users who (in Company's determination) appear to infringe upon the copyright or intellectual property rights of others, and (ii) remove any Content from the Company Website that, in Company's determination, may infringe the copyright or other intellectual property rights of any third party.
- 3.2 This Agreement shall not be interpreted to transfer any rights in any intellectual property from Company to any Users. Company or its licensors shall solely own all inventions, patents, trademarks/service marks, logos, images, graphics, content, reports, analysis, data, formulae, processes, techniques, software, website designs, all other copyrights, and all other intellectual property provided in, or made available by using, or otherwise contained in, the Company Website and otherwise provided in furtherance of this Agreement (collectively, "Company IP Assets").
- 3.3 Company IP Assets may not be used by User without the prior written permission from Company, and then only with proper acknowledgement. Any rights not expressly granted herein to User are reserved to Company. In addition to any other conditions on Client's Access Right as set forth in this Agreement, Client's Access Right is subject to the following additional conditions:
  - (a) User shall *not* modify, disassemble, decompile or reverse translate or create derivative works from any of the Company IP Assets or otherwise attempt to derive any source code of the same or let any third party do the same;
  - (b) no copyrighted material, content, or any other Company IP Assets may be downloaded, modified, copied, displayed, transferred, distributed, sold, published, broadcast or otherwise used except as expressly stated either in such materials or in this notice without the express prior written permission of Company (which Company may or may not grant in its sole discretion);
  - (c) User shall not remove, alter, cover or obscure any copyright notices or other proprietary rights notices of Company or any other party placed on or embedded in the Company IP Assets and shall otherwise retain all such notices on all copies of the same; and

- (d) use of any of the Company IP Assets is prohibited unless User is an authorized User in good standing. Unauthorized use is a violation of copyright and other intellectual property rights and is actionable under law.
- 3.4 User agrees to keep strictly confidential all Company IP Assets that have not been made publically available by Company. User also acknowledges and agrees that the terms and conditions of this provision shall survive the cancellation, expiration or termination of this Agreement for any reason.

#### 4. Privacy Issues; Consent to Company's Privacy Policy and Company's Text Messaging Policy.

- 4.1 User agrees that: (a) if the User has any Content or any login or password associated with this Company Website, then User is solely responsible for maintaining the confidentiality of the same; and (b) if the User has any login or password associated with this Company Website, then User (i) is solely responsible for all uses of its login and password regardless of whether these uses are authorized by User, Client, and (ii) User will immediately notify Company of any unauthorized use of the User's login and password.
- 4.2 The terms and conditions of the Company's Privacy Policy ("Privacy Policy") are hereby incorporated into this Agreement by this reference and each User hereby agrees that by using the Company Website the User hereby: (a) acknowledges receipt of and hereby consents to all of the terms and conditions of the Privacy Policy; and (b) agrees to comply with all of the terms and conditions of the Privacy Policy.
- 4.3 The terms and conditions of the Company's Text Messaging Policy ("Text Messaging Policy") are hereby incorporated into this Agreement by this reference and each User hereby agrees that by using the Company Website the User hereby: (i) acknowledges receipt of and hereby consents to all of the terms and conditions of the Text Messaging Policy; and (ii) agrees to comply with all of the terms and conditions of the Text Messaging Policy.

5. Indemnity. User will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and members harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of the User's access to the Website, use of the Website, the violation or other breach of this Agreement by the User, or the infringement by the User, or any third party using the User's account, of any intellectual property or other right of any person or entity.

6. Site Resources; Provided "AS IS". The Company Website may provide a wide variety of information, data, facts, and features (collectively, "Site Resources") for the User's benefit and use. While Company endeavors to provide the most current and accurate Site Resources as possible, the User acknowledges and agrees (a) the Site Resources may be general in nature, and may not apply to particular factual circumstances; and (b) the Site Resources may contain errors and should not be relied upon or act as a substitution for independent investigation by the User. ALL SITE RESOURCES ARE PROVIDED "AS IS". ANY SITE RESOURCES MADE AVAILABLE THROUGH THIS Company WEBSITE MAY BE SUPERSEDED OR MAY INCLUDE INACCURACIES. WHERE A DOCUMENT OR OTHER CONTENT IS OBTAINED FROM ANOTHER SOURCE OTHER THAN DIRECTLY BY Company, THEN THE OTHER SOURCE (AND ITS WEBSITE, IF APPLICABLE) TAKES PRECEDENCE. Company MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THIS Company WEBSITE, SITE RESOURCES AND ITS Company SERVERS AT ANY TIME.

7. Links to Third Party Sites. As a convenience to Users, the Company Website may now, or in the future, provide links to other Internet web sites that are not owned by Company, and are not under Company's control ("Third Party Websites"). Company does not control the Third Party Websites and is not responsible for the Content included in them including, without limitation, any subsequent links contained within a linked web site, or any changes or updates to a linked web site. Any reference from the Company Website to any entity, product, service or information does not constitute an endorsement or recommendation by Company. No Third Party Website is authorized to make any representations or warranties on Company's behalf. Your visit to any Third Party Websites are subject to the terms and conditions of such Third Party Websites, and not this Company Website's Agreement. User should refer to each Third Party Website's specific terms.

## 8. Disclaimer of Warranties; Disclaimer of Liability.

- 8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SITE RESOURCES AND ALL OTHER CONTENT, FEATURES OR FUNCTIONALITIES PROVIDED BY COMPANY THROUGH THIS COMPANY WEBSITE ARE PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE OF THE FOREGOING REMAINS SOLELY WITH THE USER.. COMPANY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OR ACCURACY OF THE SITE RESOURCES CONTAINED IN THIS COMPANY WEBSITE. ALL SITE RESOURCES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE COMPANY WEBSITE AND THE SITE RESOURCES ON THE COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT ANY COMPANY SERVER MAKING THIS COMPANY WEBSITE AVAILABLE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS.
- 8.2 COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM INCONVENIENCE, OR LOSS OF USE, RESOURCES OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPANY WEBSITE, OR ANY SITE RESOURCES MADE AVAILABLE THROUGH THIS COMPANY WEBSITE, OR ANY THIRD PARTY WEBSITES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

9. Change in these Terms of Use. ONCE USER BEGINS TO USE THIS COMPANY WEBSITE, COMPANY MAY MODIFY THIS AGREEMENT AT ANY TIME AND USER WILL THEREAFTER BE BOUND BY THE VERSION OF THIS AGREEMENT THAT IS IN EFFECT THE NEXT TIME THE USER VISITS THE COMPANY WEBSITE. ANY USE OF THE COMPANY WEBSITE BY USER THEREAFTER SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE BY USER OF ALL SUCH AMENDMENTS.

10. Termination. In the event User, or anyone else using User’s privileges, violate the terms of this Agreement (as determined in Company’s discretion), Company reserves the right to take any action it deems appropriate, including, but not limited to, termination of this Agreement, including all Access Rights (as such term is defined in Section 2.1 above). In addition to any other right of Company to terminate this Agreement, Company further reserves the right, without notice, at any time, in its sole discretion, and for any reason, to terminate this Agreement, including all Access Rights Company is not required to provide mail or web page forwarding at termination.

## 11. Miscellaneous Provisions.

- 11.1 Governing Law; Jurisdiction. This Agreement shall be construed and governed by the laws of the State of California, without regard to, or application of, choice of law rules or principles. The laws of the State of California will govern any dispute arising from the terms of this Agreement or any breach of this Agreement. Each User agrees and hereby irrevocably submits to the exclusive personal jurisdiction and venue by the state and federal courts in the State of California with respect to all such matters.
- 11.2 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given hereunder, will be given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, or by email to User at any address (or facsimile or email) it has provided to Company, or to Company at the official address (or official facsimile or official email address) given for Company’s corporate headquarters, or to such other addresses or numbers as Company may hereafter indicate pursuant to this Section. Unless otherwise provided in this Agreement, any communication or notice so addressed and mailed will be deemed to be given five (5) days after mailing; provided, however, any communication or notice delivered: (a) by facsimile will be deemed to be given when the transmitting machine generates a receipt of a successful

transmission of the notice; or (b) by email will be deemed to be given when the email has been generated and sent by the sender. Unless otherwise provided in this Agreement, any communication or notice given by personal delivery will be deemed to be given immediately upon such delivery, provided such delivery is made to the person indicated below.

- 11.3 Remedies. User acknowledges that monetary damages may not be a sufficient remedy for unauthorized use of the Company Website, and therefore User agrees that Company shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or arbitration panel of competent jurisdiction without necessity of posting a bond and without having to plead and prove lack of an adequate remedy at law.
- 11.4 Attorney Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
- 11.5 Binding Effect; No Assignment by Client; Permissible Assignment by Company. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; *provided, however*, that User may not assign this Agreement, in whole or in part. Any purported assignment in violation of this Section shall be void. Company shall have the right to assign this Agreement, or any part of it, in its sole discretion to any party, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such successors and assigns.
- 11.6 Entire Agreement; Modification; Waiver. This Agreement, including any attachments and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Company, its agents, or employees, but only by an instrument in writing signed by an authorized employee of Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the remainder of the Agreement shall continue in effect.

● If You Have Questions: If You have questions about this Agreement, You should write to: SUNDO LLC DBA ZELIG, a California limited liability company at [info@zelig.com](mailto:info@zelig.com)

## SUNDO LLC DBA ZELIG. --- TERMS AND CONDITIONS FOR MOBILE MESSAGING SERVICE

### 1. These Terms and Conditions Govern SUNDO LLC DBA ZELIG Mobile Messaging Program for Its Purchase and Sales Transactions.

SUNDO LLC DBA ZELIG, a California limited liability company ("Company", "We", "Us" or "Our") offers its customers and certain other end users a mobile messaging program which may (now or in the future) offer short message services ("SMS") and/or multimedia message services ("MMS"), including without limitation offering its customers mobile alerts/mobile messages regarding order confirmation, shipping confirmation, and delivery confirmation by SMS message on 50996 (collectively, the "Service" or the "Messaging Service"). BY OPTING INTO, OR BY OTHERWISE PARTICIPATING IN, THE SERVICE, YOU ("YOU", "USER" OR "YOUR") HEREBY: (I) ACCEPT AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS IN THIS TERMS AND CONDITIONS ("TERM AND CONDITIONS"); AND (II) CONFIRM AND AGREE THAT THESE TERMS AND CONDITIONS SHALL GOVERN YOUR USE OF THE SERVICE. NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THESE TERMS & CONDITIONS POLICY WILL BE ACCEPTED BY THE COMPANY. IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, THEN YOU SHOULD NOT USE THE COMPANY'S MESSAGING SERVICE.

THIS IS A BINDING CONTRACT BETWEEN YOU AND THE COMPANY AND YOU SHOULD DOWNLOAD AND PRINT THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

2. User Opt-In to the Company's Messaging Service.

2.1 Enrollment in the Company's Messaging Service ("opt-in" or "opting-in" or "opted-in") requires that You: (i) provide your mobile phone number; and (ii) consent to these Terms and Conditions by either clicking to agree to these Terms and Conditions when prompted to do so or by otherwise beginning to use the Company's Messaging Services. The Messaging Services will not start until you have properly opted-in as set forth in this Section 2. You may not enroll if you are under 18 years old. The Company reserves the right to stop offering the Messaging Service at any time with or without notice.

2.2 By opting into the Company's Messaging Service, You hereby automatically:

1. Authorize the Company to use auto dialer or non-auto dialed technology to send recurring text messages (SMS and/or MMS) to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
2. Acknowledge that You do not have to agree to receive messages as a condition of purchase.
3. Confirm that You are the subscriber to the relevant phone number or that You are the customary user of that number on a family or business plan and that You are authorized to opt in.
4. Consent to the use of an electronic record to document your opt-in to the Company's Messaging Services.

2.3 To request a free paper or email copy of the opt-in or to update our records with Your contact information, please call 1.800.684.5769 or send an email to info@zellig.com. To view and retain an electronic copy of these Terms and Conditions or the rest of Your opt-in, You will need: (i) a device (such as a computer or mobile phone) with Internet access, and (ii) either a printer or storage space on such device. For an email copy, You will also need an email account You can access from the device, along with a browser or other software that can display the emails.

3. Content You May Receive Through the Company's Messaging Service.

Once You have opted-in to the Company's Messaging Service pursuant to Section 2 above, the following may apply: (i) Your message frequency may vary; and (ii) You may receive mobile alerts/mobile messages from the Company regarding any of the following matters:

1. Confirmations of any of Your orders with the Company;

4. Charges and Carriers

4.1 Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Service.

4.2 Currently, the Company's Messaging Services are supported by numerous mobile/wireless carriers, including AT & T, T-Mobile, Verizon Wireless, Sprint, Boost, Virgin Mobile, U.S. Cellular, Cricket, Alltel, Cincinnati Bell, Cellcom, C-Spire, nTelos, MetroPCS, and certain other smaller regional mobile/wireless carriers. The Service may not be available on all mobile/wireless carriers. The Company may add or remove any mobile/wireless carrier from the Service at any time, and from time to time, without notice. The Company and the mobile/wireless carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

5. User Opt-Out to Stop the Company's Messaging Service.

5.1 Subject to the provisions of this Section 5, to stop or otherwise unsubscribe to the Company's Messaging Service (as defined herein), you must either: (i) text the word STOP to 21779 at any time; or (ii) reply STOP to any of the text messages You receive through the Company's Messaging Service ("opt-out" or "opting-out" or "opted-out").

5.2 For Services operated through a different number, You must text STOP to that number in order to opt out of such Services.

5.3 Your opt-out request may generate either a confirmation text or a texted request to clarify the text message program to which it applies (if you have more than one). To properly complete your opt-out request, please provide the requested clarification, otherwise your opt-out may not be effective.

5.4 You hereby further acknowledge and agree that:

(i) the text message platform used for the Company's Messaging Service may not recognize and/or may not respond to opt-out requests that do not include the STOP keyword command;

(ii) the Company and its service providers will have no liability for failing to honor any opt-out request which does not comply with this Section 5; and

(iii) You must opt-out of each individual Messaging Service that the Company may offer. Thus, if You unsubscribe or otherwise opt-out from one of Our text message programs, You may continue to receive text/mobile messages from the Company through any other programs that You have joined until you separately unsubscribe/opt-out from those other programs.

5.5 These Terms and Conditions shall survive if You withdraw any consent You previously gave to the Company or if You opt-out of any of the Company's Messaging Services.

6. Duty to Notify Company; User's Indemnify:

6.1 If at any time You intend to stop using the mobile telephone number that has been used to subscribe to the Company's Messaging Service (including without limitation canceling Your service plan or selling or transferring your phone number to another party), You hereby agree that You will complete the User opt-out process set forth in Section 5 above prior to ending Your use of such mobile telephone number. You understand and agree that Your agreement to do so is a material part of these Terms and Conditions. You further agree that, if You discontinue the use of Your mobile telephone number without first completing the opt-out process set forth in Section 5 above, You hereby agree that You will be responsible for all costs (including attorneys' fees) and liabilities incurred by the Company, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of the Company's Messaging Services.

6.2 YOU FURTHER AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION 6 OR YOUR FAILURE TO NOTIFY THE COMPANY OF ANY OTHER CHANGE IN THE INFORMATION YOU HAVE PROVIDED TO THE COMPANY, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM THE COMPANY ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

7. Company's Disclaimer of Warranty: In addition to any other limitation of liability or disclaimers by the Company in any other agreement to which You may be a party, You hereby acknowledge and agree as follows: (i) the Company's Messaging Services are offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by Your wireless carrier; (ii) the Company will not be liable for any delays or failures in the receipt of any mobile messages connected with its Messaging Services; and (iii) delivery of mobile messages is subject to effective transmission from Your wireless service provider/network operator and is outside of the Company's control.

8. Prohibited Content; Prohibited Activities: In addition to any other terms, conditions or restrictions on your use of the Company's Messaging Services as set forth in these Terms and Conditions (or in any other agreement to which You may be a party), You hereby acknowledge and agree that You will not send any prohibited content over the Company's Messaging Services and that You will not engage in any prohibited activities over the Company's Messaging Service, including but not limited to the following prohibited content or prohibited activities:



- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
  - Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
  - Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
  - Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
  - Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
  - Any other content that is prohibited by any applicable laws or regulations in the jurisdiction from which the message is sent.
9. Changes to these Terms and Conditions. These Terms and Conditions may be changed from time to time or at any time by the Company (a "Change"). The Company reserves the right to change it without notice to a particular User. YOU HEREBY AGREE THAT YOU ARE BOUND BY THE VERSION OF THESE TERMS AND CONDITIONS THAT IS IN EFFECT AT THE TIME YOU FIRST USE THE COMPANY'S MESSAGING SERVICE. THE PROVISIONS OF THESE TERMS AND CONDITIONS MAY BE DIFFERENT THE NEXT TIME YOU USE THE COMPANY'S MESSAGING SERVICE. THUS, ANY USE OF THE COMPANY'S MESSAGING SERVICE BY YOU AFTER SUCH CHANGES SHALL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE TERMS AND CONDITIONS. EACH USER SHOULD THEREFORE REGULARLY REVIEW AND PRINT THESE TERMS AND CONDITIONS FOR THE USER'S RECORDS.
10. Questions; Communicating with the Company.

You can text HELP for help at any time. This will provide you a link to these Terms and Conditions along with a phone number to call for assistance. You can also contact the Company at SUNDO LLC DBA ZELIG, 1760 Apollo Court, Seal Beach, CA 90740.

#### TERMS AND CONDITIONS FOR MOBILE MESSAGING SERVICE FOR PROMOTIONAL INFORMATION

1. These Terms and Conditions Govern SUNDO LLC DBA ZELIG Mobile Messaging Program for Promotional Information.

SUNDO LLC DBA ZELIG, a California limited liability company (Company", "We" , "Us" or "Our") offers its shoppers or other customers a mobile messaging program which may (now or in the future) offer short message services ("SMS") and/or multimedia message services ("MMS") to these shoppers or other customers which contain information about the Company's products, services or events (as more fully described in Section 3 below) by SMS message on 21779 (the "Service" or the "Messaging Service").

BY OPTING INTO, OR BY OTHERWISE PARTICIPATING IN, THE SERVICE, YOU ("YOU", "USER" OR "YOUR") HEREBY: (I) ACCEPT AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS IN THIS TERMS AND CONDITIONS ("TERM AND CONDITIONS"); AND (II) CONFIRM AND AGREE THAT THESE TERMS AND CONDITIONS SHALL GOVERN YOUR USE OF THE SERVICE.

NO CHANGES (ADDITIONS OR DELETIONS) BY YOU TO THESE TERMS & CONDITIONS POLICY WILL BE ACCEPTED BY THE COMPANY. IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, THEN YOU SHOULD NOT USE THE COMPANY'S MESSAGING SERVICE.

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2. User Opt-In to the Company's Messaging Service.

2.1 Enrollment in the Company's Messaging Service ("opt-in" or "opting-in" or "opted-in") requires that You: (i) provide your mobile phone number; and (ii) consent to these Terms and Conditions by either clicking to agree to these Terms and Conditions when prompted to do so or by otherwise beginning to use the Company's Messaging Services. The Messaging Services will not start until you have properly opted-in as set forth in this

Section 2. You may not enroll if you are under 18 years old. The Company reserves the right to stop offering the Messaging Service at any time with or without notice.

2.2 By opting into the Company's Messaging Service, You hereby automatically:

1. Authorize the Company to use auto dialer or non-auto dialed technology to send recurring text messages (SMS and/or MMS) to the mobile phone number associated with your opt-in (i.e., the number listed on the opt-in form or, if none, the number from which you send the opt-in, or, if none, the number on file for the account associated with your opt-in).
2. Acknowledge that You do not have to agree to receive messages as a condition of purchase.
3. Confirm that You are the subscriber to the relevant phone number or that You are the customary user of that number on a family or business plan and that You are authorized to opt in.
4. Consent to the use of an electronic record to document your opt-in to the Company's Messaging Services.

2.3 To request a free paper or email copy of the opt-in or to update our records with Your contact information, please call 1.800.684.5769 or send an email to info@zelig.com. To view and retain an electronic copy of these Terms and Conditions or the rest of Your opt-in, You will need: (i) a device (such as a computer or mobile phone) with Internet access, and (ii) either a printer or storage space on such device. For an email copy, You will also need an email account You can access from the device, along with a browser or other software that can display the emails.

### 3. Content You May Receive Through the Company's Messaging Service.

Once You have opted-in to the Company's Messaging Service pursuant to Section 2 above, the following may apply: (i) Your message frequency may vary; and (ii) You may receive mobile alerts/mobile messages from the Company regarding any of the following matters:

1. Sales or marketing information or promotions regarding any of the Company's products or services;

### 4. Charges and Carriers

4.1 Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Service.

4.2 Currently, the Company's Messaging Services are supported by numerous mobile/wireless carriers, including AT & T, T-Mobile, Verizon Wireless, Sprint, Boost, Virgin Mobile, U.S. Cellular, Cricket, Alltel, Cincinnati Bell, Cellcom, C-Spire, nTelos, MetroPCS, and certain other smaller regional mobile/wireless carriers. The Service may not be available on all mobile/wireless carriers. The Company may add or remove any mobile/wireless carrier from the Service at any time, and from time to time, without notice. The Company and the mobile/wireless carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

### 5. User Opt-Out to Stop the Company's Messaging Service.

5.1 Subject to the provisions of this Section 5, to stop or otherwise unsubscribe to the Company's Messaging Service (as defined herein), you must either: (i) text the word STOP to 50996 at any time; or (ii) reply STOP to any of the text messages You receive through the Company's Messaging Service ("opt-out" or "opting-out" or "opted-out").

5.2 For Services operated through a different number, You must text STOP to that number in order to opt out of such Services.

5.3 Your opt-out request may generate either a confirmation text or a texted request to clarify the text message program to which it applies (if you have more than one). To properly complete your opt-out request, please provide the requested clarification, otherwise your opt-out may not be effective.

5.4 You hereby further acknowledge and agree that:

- (i) the text message platform used for the Company's Messaging Service may not recognize and/or may not respond to opt-out requests that do not include the STOP keyword command;
- (ii) the Company and its service providers will have no liability for failing to honor any opt-out request which does not comply with this Section 5; and

(iii) You must opt-out of each individual Messaging Service that the Company may offer. Thus, if You unsubscribe or otherwise opt-out from one of Our text message programs, You may continue to receive text/mobile messages from the Company through any other programs that You have joined until you separately unsubscribe/opt-out from those other programs.

5.5 These Terms and Conditions shall survive if You withdraw any consent You previously gave to the Company or if You opt-out of any of the Company's Messaging Services.

6. Duty to Notify Company; User's Indemnify:

6.1 If at any time You intend to stop using the mobile telephone number that has been used to subscribe to the Company's Messaging Service (including without limitation canceling Your service plan or selling or transferring your phone number to another party), You hereby agree that You will complete the User opt-out process set forth in Section 5 above prior to ending Your use of such mobile telephone number. You understand and agree that Your agreement to do so is a material part of these Terms and Conditions. You further agree that, if You discontinue the use of Your mobile telephone number without first completing the opt-out process set forth in Section 5 above, You hereby agree that You will be responsible for all costs (including attorneys' fees) and liabilities incurred by the Company, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of the Company's Messaging Services.

6.2 YOU FURTHER AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION 6 OR YOUR FAILURE TO NOTIFY THE COMPANY OF ANY OTHER CHANGE IN THE INFORMATION YOU HAVE PROVIDED TO THE COMPANY, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM THE COMPANY ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

7. Company's Disclaimer of Warranty: In addition to any other limitation of liability or disclaimers by the Company in any other agreement to which You may be a party, You hereby acknowledge and agree as follows: (i) the Company's Messaging Services are offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by Your wireless carrier; (ii) the Company will not be liable for any delays or failures in the receipt of any mobile messages connected with its Messaging Services; and (iii) delivery of mobile messages is subject to effective transmission from Your wireless service provider/network operator and is outside of the Company's control.
8. Prohibited Content; Prohibited Activities: In addition to any other terms, conditions or restrictions on your use of the Company's Messaging Services as set forth in these Terms and Conditions (or in any other agreement to which You may be a party), You hereby acknowledge and agree that You will not send any prohibited content over the Company's Messaging Services and that You will not engage in any prohibited activities over the Company's Messaging Service, including but not limited to the following prohibited content or prohibited activities:
- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
  - Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
  - Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
  - Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
  - Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
  - Any other content that is prohibited by any applicable laws or regulations in the jurisdiction from which the message is sent.
9. Changes to these Terms and Conditions: These Terms and Conditions may be changed from time to time or at any time by the Company (a "Change"). The Company reserves the right to change it

without notice to a particular User. YOU HEREBY AGREE THAT YOU ARE BOUND BY THE VERSION OF THESE TERMS AND CONDITIONS THAT IS IN EFFECT AT THE TIME YOU FIRST USE THE COMPANY'S MESSAGING SERVICE. THE PROVISIONS OF THESE TERMS AND CONDITIONS MAY BE DIFFERENT THE NEXT TIME YOU USE THE COMPANY'S MESSAGING SERVICE. THUS, ANY USE OF THE COMPANY'S MESSAGING SERVICE BY YOU AFTER SUCH CHANGES SHALL BE DEEMED TO CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES TO THESE TERMS AND CONDITIONS. EACH USER SHOULD THEREFORE REGULARLY REVIEW AND PRINT THESE TERMS AND CONDITIONS FOR THE USER'S RECORDS.

10. Questions: Communicating with the Company.

You can text HELP for help at any time. This will provide you a link to these Terms and Conditions along with a phone number to call for assistance. You can also contact the Company at SUNDO LLC DBA ZELIG, 1760 Apollo Court, Seal Beach, CA 90740.