

Ads2Cell Terms of Use

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISPUTE RESOLUTION CLAUSE.

Welcome to Ads2Cell. We are glad to have you as part of our service. We are committed to providing the best possible value and convenience for you. Before you get started, you must read and agree to these Terms of Use. Thank you.

Acceptance of Terms of Use

By downloading and using Ads2Cell ("Ads2Cell", "we" or "us") Ads2Cell or Ads2Cell WAP Services (collectively, the "Ads2Cell Service"), you accept and agree to be bound by these Terms of Use. Ads2Cell may at any time modify these Terms of Use. You can review the most current version of it by clicking on the "Terms of Use" link located at the bottom of the Ads2Cell website. The most current version will supersede all previous versions. By continuing to use the Ads2Cell service after changes are made, you agree to be bound by such changes.

Limitations on Use

You must be at least 13 years old to download and use the Ads2Cell service, or, if you are not at least 13, you may download and/or use the Ads2Cell service only in conjunction with, and under the supervision of, your parent or guardian. If you do not qualify, please do not download the Ads2Cell service.

Ads2Cell reserves the right to terminate accounts, refuse service or cancel orders at its sole discretion.

Charges for Using the Ads2Cell Service

Ads2Cell is currently a complimentary service. However, when you use the Ads2Cell service, you may be subject to charges imposed by your wireless or other applicable carrier. Payment of such charges is solely your responsibility.

Ads2Cell Text message (SMS) Service

To opt in or subscribe to Ads2Cell, you can register by sending a text message* with the "keyword" advertised to 71441 and we'll guide you through the process from your mobile phone. Message & Data Rates May Apply to all text messages sent to or from the Ads2Cell text message service. For more information, check your mobile phone service plan or visit your carrier's website.

After you install the Ads2Cell application and/or register for the Ads2Cell service, all further SMS text messages will be sent strictly on an opt-in basis. If you have opted in to receive text messages, you can still choose to opt out at any point thereafter.

To opt out from our text message service, send a text message with the word **STOP** to 71441 from your mobile phone and we will unsubscribe you from our text message service. You will not receive any additional text messages until you re-register on our website or via your mobile phone.

To get help with the Ads2Cell text message service, you may email us at support@Ads2Cell.com or 845-520-9777.

You can also request our contact information from your mobile phone at any time by sending a text message with the word **HELP** to 71441.

* coupons maybe not be available on all mobile devices.

List of carriers supported by Ads2Cell:

AT&T
Sprint/Nextel
Verizon Wireless
U.S. Cellular®
T-Mobile
Cellular One Dobson
Cincinnati Bell
Alltel
Virgin Mobile USA
Cellular South
Unicel
Centennial
Ntelos
Metro PCS

Coupon Providers

Ads2Cell is not responsible for evaluating or examining the individuals, companies or businesses offering the coupons obtained through the Ads2Cell service. Ads2Cell is not responsible for the content, offers, programs or policies of such individuals, companies or businesses, including, without limitation, your redemption of such offers or refusal to honor any offer. Further, Ads2Cell is not responsible for any issues arising from the products or services purchased or received from the coupons. Your dealings with the third parties providing the coupons are solely between you and the applicable third party.

Privacy

Any information that you submit or we collect when you are using the Ads2Cell service is subject to the Ads2Cell Privacy Policy, the terms of which are incorporated into these Terms of Use.

Intellectual Property

Ads2Cell and/or its licensors are the sole owners of the Ads2Cell service, which includes any software, method of doing business, domains, and content made available through it. The Ads2Cell service is protected by U.S. and international copyright and other intellectual property laws. It is for your own personal and non-commercial use only, and Ads2Cell grants you a limited license for that purpose. Without limitation, this means that you may not sell, export, license, modify, copy, reverse engineer, distribute or transmit the Ads2Cell service without Ads2Cell's prior express written permission. Any unauthorized use of the Ads2Cell service will terminate the limited license granted by us. Ads2Cell and other marks, graphics, logos, icons and service names related to the Ads2Cell service are registered and unregistered trademarks or trade dress of Ads2Cell. They may not be used without Ads2Cell's prior express written permission. All other trademarks not owned by Ads2Cell that appear in connection with the Ads2Cell service are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Ads2Cell.

Electronic Communications

By downloading and/or using the Ads2Cell service, you consent to receiving electronic communications and notices from Ads2Cell. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Your Conduct

By downloading and using the Ads2Cell service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Ads2Cell service. You also agree not to interfere with the servers or networks connected to the Ads2Cell service or to violate any of the procedures, policies or regulations of networks connected to the Ads2Cell service, the terms of which are incorporated herein. You also agree not to: (1) impersonate any other person while using the Ads2Cell Service; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Ads2Cell service; (3) use the Ads2Cell service for any unlawful purpose; or (4) resell or export the software associated with the Ads2Cell service. Ads2Cell does not promote, recommend or condone use of the Ads2Cell service during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use the Ads2Cell service during such activities.

Use of Information Submitted

You agree that Ads2Cell is free to use any comments, information or ideas contained in any communication you may send to Ads2Cell without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Ads2Cell service or other products or services.

No Warranty & Liability Limit

ADS2CELL PROVIDES THE ADS2CELL SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY. ADS2CELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. Ads2Cell assumes no liability or responsibility for any errors or omissions in the Ads2Cell service; any failures, delays or interruptions in the Ads2Cell service; any losses or damages arising from the use of the Ads2Cell service, including, without limitation, any damage to your mobile device; or any conduct by users of the Ads2Cell service. We reserve the right to deliver the Ads2Cell service in our sole and absolute discretion.

IN NO EVENT SHALL ADS2CELL, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR LOSS OF USE OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ADS2CELL SERVICE OR THESE TERMS OF SERVICE, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE. Some states do now allow the exclusion of certain damages, so the above may not apply to you. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

Indemnity

You agree to indemnify and hold Ads2Cell and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the Ads2Cell service or your violation of any law or the rights of any third party.

Disputes

1. Governing Law

YOU AGREE THAT THESE TERMS OF SERVICE OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN YOU AND ADS2CELL arising from or relating to these Terms of Use, their interpretation or

breach, termination or validity, the relationships which result from these Terms of Use, the Ads2Cell service, Ads2Cell's advertising or any related transaction SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

2. Binding Arbitration

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN YOU AND ADS2CELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Ads2Cell") arising from or relating to these Terms of Use, their interpretation or breach, termination or validity, the relationships which result from these Terms of Use (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to these Terms of Use), the Ads2Cell service, Ads2Cell's advertising or any related transaction SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, JAMS OR THE NATIONAL ARBITRATION FORUM, IN ACCORDANCE WITH THEIR APPLICABLE RULES, OR ANY OTHER ESTABLISHED ALTERNATIVE DISPUTE RESOLUTION PROVIDER MUTUALLY AGREED UPON BY THE PARTIES. The arbitration will be limited solely to the dispute between you and Ads2Cell. NEITHER YOU NOR ADS2CELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Any award of the arbitrator shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall pay its own costs and attorneys' fees. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

3. Limitations of Actions

Any claim or cause of action arising out of or related to your use of the Ads2Cell service must be filed within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

Right to Terminate

Ads2Cell reserves the right in its sole discretion to terminate or restrict your use of the Ads2Cell service, without notice, for any or no reason whatsoever.

General

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and Ads2Cell with respect to the subject matter hereof.

Contact Us

If you have any questions about these Terms of Use or the download and/or use of the Ads2Cell Use, please contact us at: support@Ads2Cell.com

Ads2Cell