



TextPal Terms of Use (by Cognizn LLC)

These Terms of Use ("Terms") govern your use of the TextPal service ("TextPal"), provided by Cognizn LLC ("Cognizn," "we," "our," or "us"). By accessing or using TextPal, you ("User") agree to the terms and conditions set forth in these Terms. If you do not agree to these Terms, you may not use TextPal.

User Eligibility for TextPal:

By registering or using TextPal services, you affirm that you meet the following eligibility criteria and agree to comply with all applicable laws and regulations:

- **Age Requirement:** You must be at least 18 years old to register or use TextPal services. By accessing or using TextPal, you represent and warrant that you are of legal age to form a binding contract with TextPal.
- **Mobile Service Provider:** You must have your own mobile service provider to use TextPal. TextPal does not provide mobile service; it only provides the messages it sends as a service. You are responsible for any fees, charges, or expenses associated with your mobile service provider, including but not limited to messaging rates.
- **Mobile Device:** TextPal does not provide a mobile device to the user. You are responsible for providing your own mobile device compatible with the services offered by TextPal.
- **Compliance with Terms:** By using TextPal services, you agree to comply with the Terms of Service and all other policies and guidelines provided by TextPal. You acknowledge that failure to comply with these terms may result in termination of your account and access to TextPal services.
- **Legal Capacity:** You represent and warrant that you have the legal capacity and authority to enter into and abide by the Terms of Service and to use TextPal services in accordance with applicable laws and regulations.
- **Accuracy of Information:** You agree to provide accurate and complete information when registering for TextPal services and to update such information as necessary to ensure its accuracy and completeness.
- **Prohibited Uses:** You agree not to use TextPal services for any unlawful, fraudulent, or unauthorized purpose, including but not limited to sending unsolicited messages, spam, or other unwanted communications.
- **Modification of Eligibility Criteria:** TextPal reserves the right to modify or update the eligibility criteria at any time, with or without notice. Your continued use of TextPal services after such modifications constitutes your acceptance of the revised eligibility criteria.

Mobile Charges and Usage

- **Mobile Charges:** Any mobile charges incurred by the user's mobile provider, including but not limited to standard messaging rates, are the sole responsibility of the user. TextPal shall not be liable for any charges imposed by the user's mobile service provider.

- **Message Sending Hours:** TextPal will only send messages between the hours of 4AM PST and 11PM PST. Users may change their message time preferences within their account settings. TextPal reserves the right to modify these sending hours at its discretion.
- **Message Format:** Users agree to receive and send messages via text/SMS messages with TextPal. Users acknowledge that messages may be subject to character limitations imposed by their mobile service provider and that TextPal does not guarantee delivery of messages beyond its control, such as network issues or recipient device compatibility.
- **Account Security:** Users are responsible for maintaining the security and confidentiality of their TextPal account credentials. Users agree not to share their account credentials with any third party and to promptly notify TextPal of any unauthorized access or use of their account.
- **Compliance with Laws:** Users agree to use TextPal services in compliance with all applicable laws, regulations, and industry standards, including but not limited to laws regarding privacy, telecommunications, and data protection.
- **Termination of Service:** TextPal reserves the right to suspend or terminate a user's account at any time, with or without notice, for any reason or no reason, including but not limited to violation of these terms and conditions or misuse of TextPal services.
- **Disclaimer of Warranty:** TextPal provides its services on an "as is" and "as available" basis, without any warranties or representations of any kind, express or implied. TextPal disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- **Limitation of Liability:** In no event shall TextPal be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use or inability to use TextPal services, even if TextPal has been advised of the possibility of such damages.

TextPal Opt-Out Procedure:

- You have the right to opt out of receiving messages from TextPal at any time. To opt out, simply send a text message to TextPal with the words "OPTOUT" or "STOP." Upon receiving your opt-out request, we will promptly remove your number from our messaging list, and you will no longer receive any further communications from TextPal. You may also OPT OUT of TextPal by sending an email to support@cognizn.com from the email address associated with your TextPal account.
- **Standard Messaging Rates:** Please note that standard messaging rates may apply for sending and receiving text messages. By opting out, you understand and acknowledge that you may be subject to messaging charges imposed by your mobile service provider.
- **Effect of Opt-Out:** Upon opting out, you will no longer receive any messages from TextPal, including important updates and notifications. Please be aware that opting out may affect your ability to receive timely information or updates regarding TextPal services.
- **Customer Support:** If you have any questions or concerns regarding the opt-out process or our services, please do not hesitate to contact our customer support team at support@cognizn.com. Our dedicated team is available to assist you with any inquiries and provide additional information as needed.
- **Modification of Opt-Out Procedure:** TextPal reserves the right to modify or update the opt-out procedure at any time, with notice. Any changes to the opt-out procedure will be

communicated to users through appropriate channels, such as our website, email notifications, or by texting messaging.

Calendar Integration

- The user will be able to synchronize their shared calendar with TextPal.
- No information collected via a shared calendar will be shared or sold by Cognizn or TextPal.
- If a shared calendar does not work properly TextPal will make all reasonable efforts to assist in the integration, but is not required to do so.

Intellectual Property

All intellectual property rights in TextPal, including but not limited to copyrights, trademarks, trade dress, patents, and trade secrets, are owned by Cognizn or its licensors. TextPal and its associated logos, designs, and features are protected by applicable intellectual property laws and international treaties.

You may use TextPal solely for its intended purposes in accordance with these terms and conditions. You may not copy, reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, or sell any information, software, products, or services obtained from or through TextPal without our prior written consent.

Subject to your compliance with these terms and conditions, Cognizn grants you a limited, non-exclusive, non-transferable, revocable license to access and use TextPal for your personal or internal business purposes. This license does not grant you any ownership rights in TextPal or any content provided through TextPal.

You may not:

Reverse engineer, decompile, or disassemble any part of TextPal.
Use TextPal in any manner that could damage, disable, overburden, or impair TextPal or interfere with any other party's use and enjoyment of TextPal.
Attempt to gain unauthorized access to any accounts, systems, or networks associated with TextPal.
Use any automated means, such as bots or scripts, to access or interact with TextPal.

If you provide any feedback, suggestions, or ideas regarding TextPal, you agree that Cognizn may use such feedback without any obligation to you. You hereby grant Cognizn a perpetual, irrevocable, worldwide, royalty-free license to use, modify, adapt, publish, distribute, and sublicense any feedback provided by you.

Cognizn reserves the right to enforce its intellectual property rights to the fullest extent permitted by law. Any unauthorized use of TextPal or infringement of Cognizn's intellectual property rights may result in legal action and remedies, including but not limited to damages, injunctions, and attorney's fees.

Intellectual Property Questions:

TextPal Terms of Use and Privacy Policy

Update 1/11/24.

Copyright TextPal, Cognizn 2024

If you have any questions or concerns regarding intellectual property rights or the use of TextPal, please contact us at support@cognizn.com

Limitation of Liability

In no event shall Cognizn, its officers, directors, employees, agents, affiliates, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost data, or business interruption, arising out of or in connection with your use of TextPal.

Cognizn does not endorse, guarantee, or assume responsibility for any content transmitted through TextPal, including but not limited to messages, links, or attachments. Cognizn shall not be liable for any offensive, defamatory, or illegal conduct of any third party or user.

Cognizn provides TextPal services on an "as is" and "as available" basis without any warranties or representations of any kind, express or implied. Cognizn disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Your sole and exclusive remedy for any dissatisfaction with TextPal or any content therein is to discontinue your use of TextPal. In no event shall Cognizn's total liability to you for all damages exceed the amount paid by you, if any, for accessing or using TextPal during the twelve (12) months preceding the event giving rise to the liability.

Indemnity

By using TextPal services, you agree to indemnify and hold harmless TextPal and its officers, directors, employees, agents, affiliates, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your breach of any provision of the Terms of Service or any applicable law or regulation.

- Your use of TextPal services or any information obtained through TextPal.

- Your violation of any third-party rights, including but not limited to intellectual property rights, privacy rights, or contractual rights.

- Any activity or content submitted or transmitted by you through TextPal services.

- Any negligent or wrongful act or omission by you or anyone using your account.

This indemnity obligation shall survive any termination or expiration of your use of TextPal services or the Terms of Service.

You agree to cooperate fully in the defense of any claim covered by this indemnity clause. TextPal reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to reasonably assist and cooperate with TextPal in asserting any available defenses.

Disclaimer: TextPal provides its services on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, regarding the operation or availability

of the TextPal services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that TextPal services will be uninterrupted, error-free, or free of harmful components. In no event shall TextPal be liable for any indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of or inability to use TextPal services.

Termination of User Account

TextPal reserves the right to terminate your account at any time, with or without reason, in its sole discretion. This includes, but is not limited to, termination due to violation of the Terms of Service, misuse of TextPal services, or any other behavior deemed inappropriate by TextPal.

Upon termination of your account, you will no longer have access to TextPal services, including but not limited to messaging features, account data, and any other functionalities associated with your account.

TextPal shall not be liable to you or any third party for any termination of your account, and you agree to release TextPal from any claims or damages arising out of or related to such termination.

Effect of Termination:

Upon termination of your account, any remaining credits, balances, or subscriptions associated with your account will be forfeited, and you will not be entitled to any refund or compensation.

You acknowledge and agree that TextPal's decision to terminate your account is final and binding, and you waive any right to challenge or dispute such termination.

Survival of Terms:

The termination of your account does not affect the applicability or enforceability of any provisions of the Terms of Service that are intended to survive termination, including but not limited to indemnification, disclaimer of warranties, and limitation of liability.

Modification of Terms:

TextPal reserves the right to modify, suspend, or terminate the Terms of Service or any aspect of TextPal services at any time, with or without notice. Your continued use of TextPal services after such modifications constitutes your acceptance of the revised Terms of Service.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions.

Changes to Terms

TextPal Terms of Use and Privacy Policy
Update 1/11/24.
Copyright TextPal, Cognizn 2024

We reserve the right to update or change these Terms at any time. Your continued use of TextPal after any such changes constitutes acceptance of the new Terms. It is your responsibility to review these Terms periodically for changes.

Contact Us

If you have any questions about these Terms, please contact us at support@cognizn.com.

These Terms of Use were last updated on January 11, 2024



TextPal Privacy Policy

This Privacy Policy ("Policy") describes the practices of Cognizn LLC ("Cognizn," "we," "our," or "us") regarding the collection, use, disclosure, and protection of personal information when you ("User") use the TextPal service ("TextPal"). By accessing or using TextPal, you consent to the collection, use, disclosure, and protection of your personal information as described in this Policy. This Policy applies to all users of TextPal, whether registered or unregistered.

Information We Collect

We are committed to protecting your privacy and safeguarding your personal information. This Privacy Policy outlines how we collect, use, disclose, and protect your personal information. We collect personal information from Users in various ways, including when Users register for TextPal, interact with TextPal's features, or communicate with us. The types of personal information we collect may include:

- Contact Information: First name, last name, phone number, email address.
- Account Information: Username, password, security questions and answers.
- Calendar Information: Information from your shared calendar, such as event details and scheduling information.
- Usage Information: Information about how you use TextPal, including your interactions with the service and the content you access.

How We Use Information

We may use the personal information we collect for various purposes, including:

- Providing TextPal services: To provide TextPal services, including sending SMS reminders and managing user accounts.
- Improving TextPal: To analyze usage patterns and preferences to improve the functionality and usability of TextPal.
- Communicating with Users: To respond to inquiries, provide customer support, and send administrative messages.
- Personalizing User Experience: To tailor content and recommendations based on user preferences and usage patterns.
- Legal Compliance: To comply with applicable laws, regulations, and legal processes, including responding to legal requests and protecting our rights and property.
- Business Transfers: If Cognizn is involved in a merger, acquisition, or sale of all or a portion of its assets, personal information may be transferred as part of the transaction.

Personal Information Sharing and Disclosure

We will not disclose your personal information to third parties without your explicit consent, except in circumstances where disclosure is necessary to comply with legal obligations, such as in response

to a subpoena, court order, or other legal process. In such cases, we will make reasonable efforts to notify you of the disclosure unless prohibited by law or court order.

Data Protection Measures:

- At TextPal, we prioritize the security and protection of your personal information. This section outlines the comprehensive measures we employ to safeguard your data:
- **Strict Security Measures:** We employ strict security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. Our security protocols are designed to meet industry standards and best practices for data protection.
- **Encryption:** We utilize encryption technology to secure the transmission of data between your device and our servers. This ensures that your information remains confidential and protected from interception by unauthorized parties.
- **Firewalls:** We implement firewalls and intrusion detection systems to monitor and control incoming and outgoing network traffic. This helps prevent unauthorized access to our systems and protects against cyber threats and attacks.
- **Advanced Technologies:** In addition to encryption and firewalls, we leverage other advanced technologies and security tools to enhance the protection of your data. This includes but is not limited to intrusion prevention systems, multi-factor authentication, and regular security audits and assessments.
- **Access Controls:** We restrict access to your personal information to authorized personnel who have a legitimate need to access such information for the purpose of providing TextPal services. All employees and contractors are required to adhere to strict confidentiality obligations.
- **Regular Audits and Assessments:** We conduct regular security audits and assessments to identify and address any vulnerabilities or weaknesses in our systems and processes. This proactive approach allows us to continuously improve our security posture and mitigate potential risks.
- **Compliance with Regulations:** We comply with applicable data protection laws and regulations governing the collection, use, and disclosure of personal information. Our practices are designed to ensure compliance with standards such as the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), among others.
- **User Education:** We provide ongoing training and education to our employees and contractors on data protection best practices and security awareness. This helps foster a culture of security awareness and responsibility throughout our organization.
- **Incident Response Plan:** In the event of a data breach or security incident, we have an established incident response plan in place to promptly investigate, contain, and mitigate the impact of the incident. We will notify affected individuals and regulatory authorities as required by law.

Consent:

By using our services, you consent to the collection, use, and disclosure of your personal information as described in this Privacy Policy.

Changes to Privacy Policy:

We reserve the right to update or modify this Privacy Policy at any time. Any changes will be posted on our website, and your continued use of our services after the posting of such changes constitutes your acceptance of the revised Privacy Policy.

Contact Us:

If you have any questions or concerns about our Privacy Policy or the handling of your personal information, please contact us at support@cognizn.com

Data Retention

We will retain personal information for as long as necessary to fulfill the purposes outlined in this Policy unless a longer retention period is required or permitted by law. When a user unsubscribes from TextPal, all their stored information will be deleted within 5 business days.

Applicable Laws and Regulations

TextPal follows the laws and regulations of the state of California, including but not limited to the California Consumer Privacy Act (CCPA) and other relevant legislation governing data protection and privacy.

Security Measures

We implement appropriate technical and organizational measures to protect personal information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

User Rights and Choices

Users may have certain rights and choices regarding their personal information, including the right to access, correct, or delete personal information. Users may also have the right to opt-out of certain data processing activities, such as marketing communications.

Changes to this Policy

We reserve the right to update or change this Policy at any time. If we make material changes to this Policy, we will notify Users by email or by posting a notice on the TextPal website prior to the change becoming effective. Users are encouraged to review this Policy periodically for any updates or changes.

Contact Us

If you have any questions or concerns about this Policy or our privacy practices, please contact us at support@cognizn.com.

Governing Law

This Policy shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions.

Effective Date

TextPal Terms of Use and Privacy Policy
Update 1/11/24.
Copyright TextPal, Cognizn 2024

This Terms of Use and Privacy Policy was last updated on January 11, 2024.