

Terms and Conditions

This Development and Services Agreement (“Agreement”) is entered into between AppCentrics, Inc. d/b/a BlueTreeApps and MultiMessaging (“we”, “us”, “developer”, “our” “BTA”, “MMG”, “BlueTree”, “BlueTreeApps”, “MultiMessaging”), a Colorado corporation and operating its brand OnePost and others, with principle office at 3719 Evergreen Parkway Ste A159, Evergreen, CO 80439 (“Developer”) and you (“Client”).

1. Changes of These Terms.

MultiMessaging and BlueTreeApps (MMG and BTA) reserve the right to update these Terms and Conditions with 30 days advance notice. You will be notified of all such changes to the Terms by a posting of the changed and additional Terms on the MMG and BTA websites (“Sites”). The most current version of the Terms can be reviewed by clicking on the “Legal” hypertext link located at the bottom of the Site. You shall be deemed to have accepted these revisions and updates by continued use of the Services after the changes have been posted. This Agreement may not be amended by you except in writing signed by both you and Appcentrics (MMG and BTA).

2. Services, Duties and Responsibilities.

A. Developer shall design, develop, and host a mobile application (“Application”) and/or a website (“Website”) and/or a variety of voice, text, email, and other messaging services, collectively referenced as “Services” or “The Services”. The Services include any and all services provided by BlueTreeApps and MultiMessaging to you either now or in the future, including any and all updates, enhancements, new features, and additions and all Services are subject to these Terms. The Services shall be designed and developed according to the functional specifications and related information, if any, attached hereto as the “Scope of Work” and more fully set forth and described in this Agreement.

B. Upon completion of the design and development of the Application, Developer shall submit the Application for review to the Apple App Store in iTunes and/or the Google Android Play Store (“Application Store”) as agreed upon in the Scope of Work. Client hereby authorizes and directs Developer to submit the Application to such Application Store for initial approval and for any necessary updates that require additional review by Apple and/or Google. The Application will be submitted under the Developer’s Google Play account and the Client’s Apple iTunes account. If an Apple Developer account is not already created, Client authorizes BlueTreeApps and MultiMessaging to setup an Apple ID and an Apple iTunes Developer account on its behalf. Your participation in this process is required and we will provide guidance as needed. Approval of the Application for distribution in the Application Store can take several weeks and is at the Application Stores’ discretion. If your Application is not approved, MMG and BTA will modify your Application to meet the change requests from the Application Store and then resubmit the Application.

C. Upon Client’s final approval of the Website, Developer shall provide the necessary IP address and other hosting information to Client so Client can update domain registrar information that directs traffic to your new Website.

D. Although MMG and BTA retain the right to, MMG and BTA are not obligated to and generally will not review your data and information including the content of your application, website and messages. MMG and BTA do not sell, offer or otherwise provide data or lists of any kind. The Services allow you to send, publish and receive data and information including messages of your own choosing and creation. The Services as described on our various websites may not be available in all countries and regions in the world.

3. Ownership.

A. The Application and Website, excluding the custom elements (“Custom Elements”) and messaging elements (“Messaging Elements”) described in Section 3(C) and 3(D) below respectively, shall be owned by Developer and subject to payment of all compensation due hereunder, and licensed to Client as described further below. The Developer shall be the sole and exclusive owner of all rights, titles and interest in, to and relating to any and all code, data, customizations, creations, designs, programs, processes, graphics, materials, reports, software, technologies, trademarks, trade names, inventions, specifications and documentation that are first conceived, created or reduced to practice during the performance of services pursuant to this Agreement, and all results and proceeds thereof and derivative works made therefrom. You understand and agree that you are not the owner of any MMG and BTA Services, technology, platform or system. As part of the Services, MMG and BTA may assign you an email, phone number, text code, or text keyword. You also understand that you are not the owner of any of these assigned numbers, email address, codes and keywords.

B. Developer grants to Client a limited and non-exclusive license to use and distribute the Application for the benefit of Client’s end users, solely as provided in Section 2(B) above. Client may not copy, adapt, translate, de-compile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, Website, Messaging Services, or any part thereof. Client shall use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication.

C. Client shall retain ownership of all Custom Elements and hereby grants a non-exclusive, perpetual, irrevocable, worldwide license to Developer to use and incorporate the Custom Elements in the Application. “Custom Elements” means alphanumeric content, graphic, video or sound elements, together with any necessary enabling code, created by Client and supplied by Client to Developer for inclusion in the Application or Website. Client agrees that Client is the author and creator of all content and that MultiMessaging and BlueTreeApps is not the creator, author or publisher of any content.

D. All instructions, messages, documents, databases, and content are created by you and you are responsible for your data and information including the content of your messages transmitted by the Services.

4. Compensation Schedule.

A. Client shall pay BlueTreeApps 50% of fees as described on websites and/or the Statement of Work upon

acceptance of the proposal and 50% upon completion of site, app, and prepaid messaging services, regardless of Client's "launch" date. MultiMessaging alternatively offers a pay-as-you go messaging services, including Text, Voice and Email, as described on its website and/or a Statement of Work, and are billed monthly and as such, Client shall pay invoice when received.

B. MMG and BTA Payment terms are due on receipt from the date of invoice initiation. Any amounts not paid within the thirty (30) days shall be charged an interest fee of 1-1/2% for each month (or portion thereof) any such payment is late.

5. Relationship of Parties.

This Agreement does not create any agency, distributorship, employee-employer, partnership, franchise, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party nor neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever. Each Party shall use its own discretion and shall have complete and authoritative control over its employees and the details of performing its obligations under this Agreement. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

6. Use Of Services And Customer Responsibilities

By using the Services, you acknowledge that you have read, understood and agreed to be bound by these Terms. By agreeing to the Terms, you: (1) represent that all of the information on the Account Set-up is true and correct in all respects and that you will promptly update such information if it changes; (2) agree to pay all charges that you incur as a result of your use of the Services as set forth on your account; (3) represent that you are at least 18 years of age and possess the legal right, authority, and ability to enter Client into this Agreement; (4) will comply with all applicable foreign, federal, state and local laws, rules, regulations and ordinances including, without limitation, federal and state laws regulating the Services; (5) has the authority to bind Client to this agreement and to all legal agreements required by Apple for the Apple Developer Program. Client has intent to participate in the Apple Developer program as needed; (6) agree to acquire all equipment and third-party services (such as but not limited to telephone and computer equipment) required for you to access and use the Services, maintain the security of your password and other confidential information relating to your account and be responsible for all charges resulting from use of the Services in your account, including unauthorized use prior to your notifying MultiMessaging and/or BlueTreeApps of such use and taking steps to prevent its further occurrence.

7. Independent Contractor.

Developer is acting as an independent contractor with respect to the services provided to Client. Neither Developer nor the employees of the Developer performing services for Client will be considered employees or agents of Client. Neither party will be responsible for the other's acts or the acts of the other's employees while

performing services under this Agreement. Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal-agent relationship between the parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or create any obligation, express or implied, on behalf of the other party.

8. Change in Specifications.

Client may, in its sole discretion, request that changes be made to the Specifications, or other aspects of the Agreement and tasks associated with this Agreement. In the event that the proposed change will, in the reasonable opinion of Developer, require a delay in delivery of the Application or would result in additional expense to Client, then Client and Developer shall confer and Client shall, in its discretion, elect either to withdraw its proposed change or require Developer to deliver the Application with the proposed change and subject to the delay and/or additional expense. After delivery of Application, changes requested by Client that require Developer to resubmit the Application for review by the App Store and Google Play, will incur a 190 resubmission charge.

9. Warranty Disclaimer.

Developer expressly disclaims any warranty for the application, website and messaging services. The Services are provided “as is” without any express or implied warranty of any kind including, but not limited to, any warranties of merchant ability, non-infringement, or fitness of a particular purpose. Developer does not warrant or assume responsibility for the accuracy or completeness of any information, content, text, graphics, links, videos or other items contained within. Developer makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, “trojan horse”, or any other such computer program or malware. Developer further expressly disclaims any warranty or representation to authorized end users or to any third party.

10. Limitation of Liability.

In no event shall Developer be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of authorized users’ use of or inability to use the mobile application, website, or messaging services, even if developer has been advised of the possibility of such damages. In no event will Developer be liable for loss of data or for indirect, special incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise.

Developer shall have no liability with respect to the content of the mobile application, website, messages or any part thereof, including but not limited to error or omissions contain therein, libel infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. The aggregate liability of AppCentrics and its DBAs BlueTreeApps and MultiMessaging, whether a civil offense (including negligence), breach of contract, violation of law (including a violation of statute or failure of an essential purpose), misrepresentation or otherwise in respect of a single

occurrence or a series of occurrences, shall in no circumstances exceed the amounts paid by you in the last 12 months to AppCentrics (MultiMessaging and BlueTreeApps) for the Services provided that give rise to the claim or incident.

The Customer further agrees to fully release and discharge AppCentrics (MultiMessaging and BlueTreeApps) from any: (1) violation of any federal, state and local laws, rules and regulations (collectively referred to as the “Laws”); (2) breach of any agreement or contract; (3) statement or representation made; and (4) unlawful act or omission or other wrongdoing. The Customer agrees not to sue or bring any claim or charge against AppCentrics (MultiMessaging and BlueTreeApps) on account of any violation of Laws, breach, statement or representation or unlawful act or omission or other wrongdoing. The Customer agrees to fully defend, pay any damages and hold AppCentrics (MultiMessaging and BlueTreeApps) harmless from any violation of Laws, breach, statement or representation or unlawful act or omission or other wrongdoing. In no event shall AppCentrics (MultiMessaging and BlueTreeApps) be liable for any direct, special, indirect or consequential, damages, penalties, legal fees or any other amounts.

11. Internet Reliability.

The unpredictability of the Internet is such that MultiMessaging and BlueTreeApps cannot guarantee access to its Services at all times. MultiMessaging and BlueTreeApps is not liable for any direct, indirect, incidental, special or consequential damages relating to any pranks, hoaxes, viruses, bugs or any other form of technological failure, natural disaster, pandemics, or security breach that may prevent or interrupt access to or use of the Services.

Your Internet speed and Internet Browser type, version, and security settings may adversely impact your experience and functionality on the Services. Email settings for spam filtering and email box routing both at the user and email provider level may also adversely impact or block the delivery of important information from MultiMessaging and BlueTreeApps to you.

12. Account, Password and Security.

To open your account, you must complete the sign-up process and provide MultiMessaging and BlueTreeApps with current, complete, and accurate information as requested. You agree to notify MultiMessaging and BlueTreeApps promptly of any changes to this information as required to keep it current, complete and accurate.

To use the Services, you will be assigned a login consisting of a username and password unique to you and should not be communicated to any other person. You represent to MultiMessaging and BlueTreeApps that you will not communicate your login to any unauthorized person. You assume sole responsibility for all charges, damages, losses and other harm resulting from the use of your username and password by anyone other than yourself. You agree to notify MultiMessaging and BlueTreeApps immediately of any unauthorized use of your account, Services, or any other breach of security. MultiMessaging and BlueTreeApps will not be liable for any damages or losses that you may incur as a result of someone else using your username and

password to access the Services with or without your knowledge.

13. Prohibited or Unlawful Use.

See the Acceptable Use Policy navigation tab located on the “Legal” page on the bluetreeapps.com and multimessaging.com websites for policy details.

14. Data Storage and Protection.

While your account is active, Developer’s Services include website archiving, and data storage of general reporting and billing data. This data will be available for a period of thirty (30) days. After thirty (30) days, this data will not be available. Other data not needed for reporting or billing may be deleted prior to thirty (30) days at MMG’s and BTA’s discretions. The Services are provided as a convenience to you only and MMG and BTA has no responsibility or liability whatsoever for the deletion, loss, disclosure of, or failure to store or archive any data and information (including website, content, forms, contact records, email addresses, messages and/or other communications) maintained, hosted, or transmitted as a result of using the Services.

15. Indemnification.

Client will indemnify and hold harmless Developer and each of its affiliates, developers, licensors, suppliers and agents (and their respective employees, officers, directors and representatives) from and against any claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by Developer or each of its affiliates, licensors, suppliers or agents relating to:

- A. Client’s breach of any term, condition, representation or warranty of this Agreement or any applicable policy or guideline;
- B. Client’s violation, alleged violation or misappropriation of any intellectual property right or non-proprietary right of a third party, including claims that the Custom Elements violate the rights of any third party.
- C. Any claims by end users regarding the Application, Website, or Messaging Services.
- D. Any client content in the application, website, messaging, including images. With respect to the content in the app, website, messages, Client is required to comply with all state and federal laws.

16. Term, Renewal and Termination.

This Agreement shall commence upon the Effective Date and continue for a period specified in the Statement of Work. Section 3, Ownership of Application and Website, and Sections 9, 10, and 15, Warranty Disclaimer, Limitation of Liability, and Indemnification, shall survive the expiration or termination of this Agreement. The Agreement shall automatically renew in 1 year increments after the initial term specified in the Statement of Work has expired if Notice of Termination is not sent to AppCentrics (MMG and/or BTA) within 45 days of the end of the term. If Client does not renew agreement, Developer will remove app from App Stores, remove website from hosting servers, remove contacts, remove messages, and remove billing and reporting data. Developer’s appointment as consultant pursuant to this Agreement and this Agreement shall terminate upon the occurrence of any of the following events:

A. In the event either party defaults in any material obligation owed to the other party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following at least forty-five (45) days written notice to the defaulting party.

B. Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party and the proceeding is not dismissed within forty-five (45) days after commencement.

17. Personal Information Privacy and Protection.

See the Privacy Policy navigation tab located on the “Legal” page on the bluetreeapps.com website for policy details.

18. Notices.

Notice of changes of these Terms and Conditions and all other agreements, including the Privacy Statement, and the Acceptable Use Policy, by the Developer may be delivered via email to the Client. Other notices required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, fax, US Mail, or a recognized overnight delivery services such as FedEx. If to the Developer and to Client via mail then to the address set forth in the preamble to this Agreement.

19. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

20. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

21. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Colorado and any dispute under this Agreement must be brought in this venue and no other.

22. Headings in this Agreement.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

23. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.