

**Subscription for Mobile Messaging Services
Terms & Conditions**

This agreement is made between Youra Media, Inc., a Washington Corporation, and its subsidiaries, assigns and licensors, (hereinafter “the Service Provider”), 110 Curtiss St., Port Hadlock, WA 98339, and _____, of _____, (“The Subscriber”), whereby the Service Provider agrees to provide an operational mobile messaging service to the Subscriber.

Definitions: “Customers” Past, present or future persons who express interest in the Subscriber.

“Message” An SMS text message or MMS multimedia message.

“Delivery” Sending of Message to the intended recipient

1. DATA COLLECTION

- 1.1 The Subscriber authorizes Service Provider to collect and manage data relating to Subscriber mobile messaging activities.
- 1.2 This data may consist of, but is not limited to, contact & location information, preferences, age and gender of customers of the Subscriber.
- 1.3 This data may be collected on premises, through the Subscriber’s website, written publications, broadcast media, as well as promotional activities via third party services used by the Subscriber.
- 1.4 The Subscriber will give Service Provider and its representative’s unrestricted access to the collected data in order to extract information relevant to the reporting processes.
- 1.5 Service Provider will give the Subscriber access to the customer’s data via the Software, subject to planned system outages and operational capability.
- 1.6 All data will be collected with full permission of the customer and in accordance with Mobile Marketing Guidelines.
- 1.7 Service Provider agrees that all Subscriber data is the property of the Subscriber and will be surrendered to the Subscriber within seven days of written notice being received by Service Provider, however if the Subscriber has unpaid balances owed to Service Provider, then Service Provider will retain Subscriber data until such time that the Subscriber has paid all outstanding monies owed to Service Provider.

2. MEDIA DELIVERY

- 2.1 Service Provider will use its commercial best efforts to deliver messages to the customers at the Subscribers request.
- 2.2 The Subscriber understands that message delivery is not guaranteed and any undelivered messages will not be refunded.
- 2.3 Service Provider may, at its discretion, use third party companies to deliver media to recipients. As such, Service Provider bears no liability for delivery failure or interruption to service, regardless of cause.
- 2.4 Subscriber agrees to the approval in advance of the Subscriber committing any message or short code number to print or broadcast.

3. PROVISION OF SERVICE

- 3.1 Service Provider will use its commercial best efforts to make the software available at all times, subject to clause 3.2 to 3.4.
- 3.2 The Software is provided “as is,” “with all faults” and “as available.”
- 3.3 To the maximum extent permitted by applicable law, Service Provider makes no representations, warranties or conditions, expressed or implied.
- 3.4 Service Provider may change or amend the software at anytime without prior notice to the Subscriber.
- 3.5 Subscriber agrees that the short code “77007” is leased from the Common Short Code Association by licensors of the Service Provider and said Licensors retain all right and privileges associated with the ownership of that number for use across the network carriers. Licensor agrees to share the use of this short code with the Subscriber for the purpose of collecting customer data.
- 3.6 The Subscriber may publish the number 77007 in all promotional materials and media during the period which they have an active and paid up account with Service Provider..
- 3.7 Service will be delivered to Subscriber beginning _____, 2009 and will continue until _____, 20____, unless extended by mutual agreement
- 3.8 The service will be delivered to Subscriber at a price of \$_____. \$_____ will be due concurrent with the start date of the service on _____. and in equal monthly installments beginning _____, 2008.
- 3.9 Subscriber understands and agrees that Service Provider is not obligated to send out messages over the Network if there is a good faith belief by Service Provider that doing so would be in contravention of industry standard guidelines are applicable United States Law.

4. PRIVACY AND SECURITY OF DATA

- 4.1 All data collected during the course of the agreement shall belong to the Subscriber and can be exported to Subscriber at their request. Service Provider undertakes its commercial best efforts to ensure that all data is secured and safe.

5. JURISDICTION

- 5.1 Agreement shall be subject to the laws of the State of Washington and the United States of America.
- 5.2 Agreement may be amended with written approval of both parties, and request for amendment will not be unreasonably withheld.

6. CONFIRMATION OF ACCEPTANCE

Start Date: _____, 2009. Term: Per month until cancelled

Account Name: _____

Account ID:

Company: _____

Address: _____

City: _____, County: _____, State ____ ZIP: _____

READ, UNDERSTOOD & SIGNED by

Subscriber:

Name: _____ Position: _____

Signed: Date: / /2009

Service Provider:

Name: _____ Position: _____

Signed: Date: / /2009