

MASTER SERVICES AGREEMENT

refiready.ai Texting Platform

Version 1.0 | Last Updated: October 6, 2026

This refiready.ai Texting Platform Master Services Agreement (the “**Agreement**”) is entered into by and between Data Acquisition Partners LLC, a limited liability company doing business as refiready.ai, with offices at 40 SW 13 ST PH-5, Miami, FL 33130 (“**refiready**”), and the person or entity identified as the “**Client**” on the order form that references this Agreement (the “**Order Form**”). Client accepts this Agreement by signing an Order Form; no separate signature is required. This Agreement governs Client’s subscription to and use of the refiready.ai texting platform (the “**Service**”) and is effective on the effective date stated in the Order Form (the “**Effective Date**”). refiready and Client are each a “**Party**” and together the “**Parties**.”

RECITALS

refiready operates a cloud-based business texting platform that lets businesses send and receive SMS and MMS messages, manage conversations, and run messaging campaigns. Client wishes to subscribe to the Service for its own business communications, subject to the terms below. The Parties agree as follows.

SECTION 1 DEFINITIONS

1.1 “**Authorized User**” means an employee, agent, or contractor of Client for whom a Seat has been purchased and to whom Client grants access to the Service.

1.2 “**Client Data**” means all data, contact records, message content, and files that Client or its Authorized Users upload to, send through, or receive in the Service, including Recipient phone numbers and consent records.

1.3 “**Message Credit**” means the unit of usage consumed when a message is sent or received through the Service, at the conversion rates stated in the Order Form.

1.4 “**Messaging Providers**” means the telecommunications carriers, wireless carriers, aggregators, and campaign registries (including The Campaign Registry) through which the Service transmits messages and registers senders.

1.5 “**Messaging Laws**” means all laws, rules, regulations, and industry requirements that apply to text messaging, telemarketing, and solicitation, including the Telephone Consumer Protection Act (TCPA) and FCC rules, the Florida Telephone Solicitation Act (FTSA) and other state “mini-TCPA” laws, the Telemarketing Sales Rule, federal and state Do-Not-Call rules, the CAN-SPAM Act where applicable, and the CTIA Messaging Principles and Best Practices and carrier codes of conduct.

1.6 “**NPI**” means nonpublic personal information as defined under the Gramm-Leach-Bliley Act (GLBA) and its implementing regulations.

1.7 “**Recipient**” means any person to whom Client sends, or from whom Client receives, a message through the Service.

1.8 “**Seat**” means a single named-user subscription to the Service. A Seat may not be shared among individuals.

1.9 “**10DLC Registration**” means the brand and campaign registration, vetting, and approval process required by Messaging Providers for application-to-person (A2P) messaging over standard ten-digit long codes, and any comparable process for toll-free or short-code numbers.

SECTION 2 SUBSCRIPTION AND ACCOUNTS

2.1 Access Right. Subject to Client’s compliance with this Agreement and payment of all fees, refiready grants Client a non-exclusive, non-transferable, non-sublicensable right during the Term for its Authorized Users to access and use the Service solely for Client’s own internal business communications.

2.2 Seats. If Client is a business entity, Client shall purchase a Seat for each Authorized User and pay the applicable fees. Client is responsible for the acts and omissions of all Authorized Users as if they were Client’s own.

2.3 Credentials. Client is solely responsible for all activity under its account and each Seat. Client shall keep all usernames and passwords confidential, shall not share credentials, and shall notify refiready in writing immediately upon learning of any unauthorized access. refiready may rely on valid credentials as authenticating Client.

2.4 Onboarding. Client shall promptly provide the business information, sample messages, opt-in descriptions, and other materials refiready or any Messaging Provider requests to complete 10DLC Registration and account setup. refiready is not responsible for delays caused by incomplete information or by Messaging Provider review timelines.

2.5 Modifications to the Service. refiready may add, remove, or change features of the Service at any time. refiready will give reasonable advance notice of any change that materially reduces core messaging functionality during a paid Term.

2.6 Third-Party Dependencies. Message delivery depends on Messaging Providers that refiready does not control. Messaging Providers may filter, block, delay, or reject messages, or suspend numbers or campaigns, at their discretion. refiready does not guarantee delivery of any message.

SECTION 3 FEES, MESSAGE CREDITS, AND PAYMENT

3.1 Fees. Client shall pay the Seat fees, Message Credit packages, setup fees, registration fees, and other fees stated in the Order Form (“**Fees**”). Recurring Fees are billed monthly in advance unless the Order Form states otherwise. If the Order Form states an annual commitment, Client owes Fees for the full commitment even if billed monthly.

3.2 Message Credits. Each Seat includes the monthly Message Credits stated in the Order Form. Included and purchased monthly credits expire at the end of each billing month and do not roll over unless

the Order Form states otherwise. One-time credit packs expire twelve (12) months after purchase.

3.3 Overage and Auto-Replenishment. If Client's credit balance reaches zero or goes negative, refiready may automatically charge Client's payment method for the credit package stated in the Order Form, or for the amount needed to restore a zero balance, at the then-current overage rate. refiready may pause sending until the balance is restored.

3.4 Carrier and Registration Pass-Through Fees. Fees charged by Messaging Providers, including 10DLC brand and campaign registration, vetting, monthly campaign fees, carrier surcharges, and number fees, are passed through to Client as stated in the Order Form. refiready may adjust pass-through Fees on notice when a Messaging Provider changes its charges.

3.5 Payment Method. Client authorizes refiready to charge its credit card or ACH account on file for all Fees when due. Payments by credit card may carry a processing fee as stated in the Order Form. Client shall keep billing and contact information accurate and current.

3.6 Late Payment; Suspension. Past-due amounts accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount is more than ten (10) days past due, refiready may suspend the Service without liability until paid in full. Client remains liable for all Fees during any suspension and for reasonable collection costs, including attorneys' fees.

3.7 Taxes. Fees exclude all sales, use, telecommunications, and similar taxes and governmental charges ("**Taxes**"). Client is responsible for all Taxes other than taxes on refiready's net income, unless Client provides a valid exemption certificate.

3.8 No Refunds; No Setoff. All Fees are non-refundable, including for unused Seats or Message Credits, except where this Agreement expressly provides otherwise. Client shall pay all Fees without setoff or deduction.

3.9 Price Changes. refiready may change Fees effective at the start of any renewal Term by giving at least thirty (30) days' written notice. For month-to-month subscriptions, refiready may change Fees on thirty (30) days' notice.

3.10 Cancellation. Cancellation is effective only when made by written notice to support@refiready.ai in accordance with Section 8 and confirmed by refiready in writing. Requests made by other means do not stop billing.

SECTION 4

MESSAGING COMPLIANCE

4.1 Client Is the Sender. Client alone decides whom to message, what to say, and when to send. Client is the sender and initiator of every message sent through the Service. refiready provides software and transmission only; it does not select Recipients, write content, or initiate messages on Client's behalf.

4.2 Compliance with Messaging Laws. Client is solely responsible for ensuring that every message it sends complies with all Messaging Laws. refiready does not provide legal advice and makes no representation that any use of the Service complies with any law. Client should consult its own counsel.

4.3 Consent. Before sending any message, Client shall obtain and document each Recipient's consent in the form required by applicable Messaging Laws for that type of message, including prior express written consent for marketing messages where required. Client shall not send marketing messages to any number for which it lacks the required consent.

4.4 Purchased Data Is Not Consent. Contact data licensed from refiready or any third party under any data or lead agreement does not include, and is not evidence of, any Recipient's consent to receive text messages. Client may not text any such record unless Client independently obtains the required consent.

4.5 Opt-Outs. Client shall honor every opt-out request made by any reasonable means within the time required by law and shall not message an opted-out Recipient except as the law permits. The Service automatically processes standard opt-out keywords (such as STOP, END, CANCEL, UNSUBSCRIBE, and QUIT); Client shall not disable, override, or work around this function.

4.6 Do-Not-Call and Time Restrictions. Client shall scrub marketing messages against the National Do-Not-Call Registry, applicable state registries, and its own internal do-not-contact list. Client shall observe all time-of-day, frequency, and day-of-week limits under Messaging Laws, including the FTSA's restrictions for Florida Recipients and the Recipient's local time zone.

4.7 Identification and Disclosures. Each message shall identify Client by name and include any disclosure required by law or by Messaging Providers. Where Client is a mortgage lender or broker, Client is solely responsible for complying with all applicable advertising and licensing rules, including Regulation Z, Regulation N (Mortgage Acts and Practices - Advertising), state licensing requirements, NMLS identifier display rules, and prohibitions on unfair, deceptive, or abusive acts or practices.

4.8 10DLC Registration. Client shall provide accurate, complete, and current information for 10DLC Registration and shall send messages only within the use cases, sample content, and opt-in methods approved for its registered campaign. Client authorizes refiready to submit registrations on its behalf as campaign service provider. Approval is controlled by Messaging Providers, not refiready.

4.9 Licenses. Client is solely responsible for obtaining and maintaining any license, registration, or bond required for its messaging or solicitation activities, including any commercial telephone seller or telemarketing license.

4.10 Recordkeeping. Client shall keep records of consent, opt-outs, and messaging sufficient to demonstrate compliance with Messaging Laws for at least five (5) years. The Service stores message logs only while Client's account is active and as stated in Section 6.6; Client is responsible for exporting and retaining its own records.

4.11 Cooperation. Client shall respond within two (2) business days to any refiready or Messaging Provider request for consent records, opt-in evidence, or information about a complaint, audit, or investigation concerning Client's messages.

SECTION 5

ACCEPTABLE USE

5.1 Prohibited Content. Client shall not send or store through the Service any content that:

- (a) violates any law or Messaging Provider policy, or infringes any third party's intellectual property, privacy, or publicity rights;
- (b) is false, misleading, or deceptive, including phishing, smishing, spoofing, or social-engineering content;
- (c) falls within carrier-restricted SHAFT categories (sex, hate, alcohol, firearms, tobacco) or other restricted categories such as cannabis, high-risk lending, debt relief, or gambling, unless expressly approved for Client's registered campaign;
- (d) is defamatory, harassing, threatening, obscene, or discriminatory; or
- (e) contains viruses, malware, or harmful code.

5.2 **Prohibited Conduct**. Client shall not, and shall not permit any person to:

- (a) send unsolicited bulk messages, snowshoe across numbers, or rotate numbers or content to evade carrier filtering;
- (b) use public URL shorteners or disguise a message's origin, sender, or links;
- (c) share Seats or credentials, or resell, sublicense, or provide the Service to any third party;
- (d) access the Service by automated means except through refiready-approved APIs, or interfere with or attempt to breach its security;
- (e) copy, reverse engineer, or create derivative works of the Service, or use it to build a competing product; or
- (f) send messages on behalf of any party other than Client.

5.3 **Monitoring**. refiready may, but has no duty to, review messages, campaigns, and complaint rates to protect the Service, its Messaging Provider relationships, and its other clients.

5.4 **Suspension**. refiready may immediately suspend Client's account, any number, or any campaign without liability if refiready reasonably believes Client is violating this Agreement or any Messaging Law, if a Messaging Provider requires it, or if Client's opt-out, complaint, or error rates exceed carrier thresholds. refiready will restore service once the issue is cured to its reasonable satisfaction.

5.5 **Carrier Fines and Violation Fees**. Client shall pay all fines, penalties, and charges imposed by any Messaging Provider arising from Client's messages or campaigns. In addition, for each violation of Section 4 or 5 flagged by a Messaging Provider, Client shall pay refiready an administrative fee of the greater of five hundred dollars (\$500) or the amount of the associated carrier fine, as a reasonable estimate of refiready's costs and not as a penalty.

SECTION 6

CLIENT DATA AND SECURITY

6.1 **Ownership**. As between the Parties, Client owns all Client Data. Data in an account paid for by Client is owned by Client, not by any individual Authorized User. refiready will act on requests to export, transfer, or delete account data only when authorized in writing by Client's account owner or another officer Client designates.

6.2 Limited License to refiready. Client grants refiready a limited, non-exclusive license to host, process, transmit, and display Client Data solely to provide, secure, and support the Service, to comply with law, and to respond to Messaging Provider requirements. refiready shall not sell Client Data or use it to market to Recipients.

6.3 Usage Data. refiready may collect and use technical and usage data about the Service, such as volumes, delivery rates, and feature use, and may use aggregated data that does not identify Client or any Recipient to operate and improve its services.

6.4 GLBA Service Provider Obligations. To the extent Client Data includes NPI, refiready acts as Client's service provider and shall: (a) use and disclose NPI only to perform the Service and as permitted by GLBA; (b) maintain administrative, technical, and physical safeguards appropriate to the nature of the data, consistent with the FTC Safeguards Rule; and (c) require its subprocessors to protect NPI under terms no less protective.

6.5 Security Incidents. refiready shall notify Client without undue delay, and in any event within seventy-two (72) hours after confirming unauthorized access to or acquisition of Client Data in refiready's systems, and shall reasonably cooperate with Client's investigation and any legally required notices. Client remains responsible for securing its own credentials, devices, and networks.

6.6 Retention, Export, and Deletion. Client may export its contacts and message history while its account is active. After termination, refiready will keep Client Data available for export for thirty (30) days and then may delete it, except as required by law or retained in routine backups that are overwritten in the ordinary course. Client is responsible for exporting records it must keep.

6.7 Subprocessors. Client acknowledges that refiready uses third-party hosting, database, and Messaging Providers to deliver the Service. refiready will provide a current list of its material subprocessors on request.

6.8 Legal Requests. refiready may disclose Client Data if required by law, subpoena, or court order. Where legally permitted, refiready will give Client prompt notice so Client may seek a protective order.

SECTION 7 PHONE NUMBERS AND INTELLECTUAL PROPERTY

7.1 Phone Numbers. refiready may provision phone numbers for Client's use through its Messaging Providers. Client is solely responsible for all use of those numbers, including compliance with Messaging Laws, Do-Not-Call rules, and call-recording laws. refiready disclaims all liability arising from Client's use of any number.

7.2 Number Porting. If Client's account is in good standing, Client may port its provisioned numbers to another provider on request during the Term or within thirty (30) days after termination, subject to Messaging Provider rules and any porting fee in the Order Form. Numbers not ported within that period may be released.

7.3 Client-Provided Numbers. If Client brings its own numbers to the Service, Client represents that it has the right to use them for messaging and shall complete any letter of authorization or hosting process required.

7.4 refiready Property. refiready and its licensors own all right, title, and interest in the Service, its software, interfaces, templates, documentation, and all related intellectual property. No rights are granted except those expressly stated in this Agreement. Client shall not remove or alter any refiready marks or notices.

7.5 Client Content. Client represents that it owns or has permission to use all content it sends through the Service, and that its content does not infringe any third party's rights.

7.6 Feedback. If Client provides suggestions or feedback about the Service, refiready may use them freely without obligation to Client. Feedback does not include Client Data or Client's Confidential Information.

SECTION 8 TERM AND TERMINATION

8.1 Term. This Agreement begins on the Effective Date and continues until every Order Form under it has expired or been terminated. Each Order Form's initial term is stated in that Order Form (the "**Initial Term**").

8.2 Automatic Renewal. Unless the Order Form states otherwise, each Order Form renews automatically for successive periods equal to the Initial Term (each a "**Renewal Term**"; together with the Initial Term, the "**Term**") unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current Term. Month-to-month Order Forms renew monthly until cancelled on thirty (30) days' written notice.

8.3 Termination for Breach. Either Party may terminate this Agreement or an Order Form if the other Party materially breaches it and fails to cure within thirty (30) days after written notice. refiready may terminate immediately on written notice for any breach of Section 4 or 5, any non-payment that continues after suspension, or if a Messaging Provider permanently bars Client's brand or campaign.

8.4 Termination for Convenience by refiready. refiready may terminate the Service for any reason on sixty (60) days' written notice. In that case, refiready will refund any prepaid Fees for the period after the effective termination date.

8.5 Early Termination by Client. If Client terminates an Order Form before the end of its Term other than under Section 8.3, or if refiready terminates under Section 8.3, all Fees for the remainder of the then-current Term become immediately due and payable.

8.6 Effect of Termination. On termination, Client's access ends, unused Message Credits are forfeited, and Client shall pay all Fees accrued through the termination date. Sections 3, 4, 5.5, 6.5 through 6.8, 7, and 8.6 through 10 survive termination, together with any provision that by its nature should survive.

SECTION 9 WARRANTIES, LIABILITY, AND INDEMNIFICATION

9.1 Mutual Warranties. Each Party represents that it is duly organized, has authority to enter into this Agreement, and that its signatory is authorized to bind it.

9.2 Client Warranties. Client represents and warrants that (a) it will comply with all Messaging Laws and this Agreement; (b) it has obtained, and will maintain records of, all consents required for its messages; and (c) all information it provides for 10DLC Registration is accurate and complete.

9.3 Disclaimer. **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” REFIREADY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. REFIREADY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY MESSAGE WILL BE DELIVERED, OR THAT ANY USE OF THE SERVICE WILL COMPLY WITH ANY LAW.**

9.4 Exclusion of Damages. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THEIR POSSIBILITY.**

9.5 Liability Cap. **REFIREADY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT TO REFIREADY IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.**

9.6 Exceptions. **THE LIMITATIONS IN SECTIONS 9.4 AND 9.5 DO NOT APPLY TO CLIENT’S PAYMENT OBLIGATIONS, CLIENT’S INDEMNIFICATION OBLIGATIONS, OR CLIENT’S BREACH OF SECTION 4 OR 5.**

9.7 Indemnification by Client. Client shall defend, indemnify, and hold harmless refiready and its members, officers, employees, agents, and affiliates from all third-party claims, regulatory actions, carrier fines, damages, liabilities, settlements, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) any message sent or received through Client’s account; (b) Client’s actual or alleged violation of any Messaging Law, including any TCPA, FTSA, or Do-Not-Call claim, whether brought individually or as a class; (c) Client’s breach of this Agreement; (d) Client Data or Client’s content; or (e) the acts or omissions of Client’s Authorized Users.

9.8 Indemnification Procedure. refiready will give Client prompt written notice of any claim subject to Section 9.7, though delay excuses Client only to the extent it is materially prejudiced. refiready may assume control of the defense with counsel of its choice at Client’s expense. Client shall not settle any claim that imposes obligations on refiready without refiready’s prior written consent.

SECTION 10 CONFIDENTIALITY, DISPUTES, AND GENERAL TERMS

10.1 Confidentiality. Each Party shall protect the other’s non-public business, technical, and pricing information, including the terms of this Agreement (“**Confidential Information**”), with at least reasonable care, and shall use and disclose it only to perform this Agreement or as required by law. This duty does not cover information that is public through no fault of the receiving Party, already known to it, or independently developed.

10.2 Arbitration. Except for claims for injunctive relief or to collect Fees, any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules before a single arbitrator seated in Miami-Dade County, Florida. Judgment on the award may be entered in any court of competent jurisdiction.

10.3 Class Action Waiver. All disputes shall be brought solely on an individual basis. Each Party waives any right to bring or participate in a class, collective, consolidated, or representative action against the other.

10.4 Governing Law and Venue. This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. Subject to Section 10.2, the Parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida.

10.5 Waiver of Jury Trial. To the fullest extent permitted by law, each Party irrevocably waives any right to a trial by jury in any proceeding arising out of or relating to this Agreement.

10.6 Attorneys' Fees. The prevailing Party in any dispute is entitled to recover its reasonable attorneys' fees and costs.

10.7 Order of Precedence. This Agreement and each Order Form form one agreement. If they conflict, the Order Form controls only as to the specific commercial terms it states (fees, quantities, term, and special terms); this Agreement controls in all other respects.

10.8 Entire Agreement; Amendment. This Agreement and the Order Forms are the entire agreement of the Parties on their subject and supersede all prior understandings. Except as provided in Section 10.15, any amendment must be in writing and signed by both Parties. No waiver is effective unless in writing. Pre-printed terms on any Client purchase order have no effect.

10.9 Assignment. Client may not assign this Agreement without refiready's prior written consent. refiready may assign it to an affiliate or a successor to all or substantially all of its business or assets.

10.10 Notices. Notices must be in writing and sent to the addresses or email addresses in the Order Form (or as later updated in writing) and are deemed given when sent. Client consents to receive notices and invoices from refiready electronically.

10.11 Force Majeure. Neither Party is liable for any delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including Messaging Provider outages or carrier policy changes.

10.12 Severability; Independent Contractors. If any provision is unenforceable, it will be modified to the minimum extent necessary or severed, and the rest remains in effect. The Parties are independent contractors.

10.13 No Reliance; Construction. Each Party has not relied on any statement not expressly set forth in this Agreement, has had the opportunity to consult counsel, and agrees this Agreement will not be construed against either Party as drafter.

10.14 Counterparts; Electronic Signatures. This Agreement and any Order Form may be signed in counterparts and by electronic signature, each of which is an original.

10.15 Online Terms; Updates. This Agreement is posted online and is accepted when Client signs an Order Form that references it. refiready may update this Agreement by posting a revised version with a new “Last updated” date. A revised version applies to each Order Form signed, and each Renewal Term beginning, at least thirty (30) days after it is posted. Each existing Order Form remains governed by the version in effect when it was signed until its then-current Term ends. refiready will provide prior versions on request.

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