

SMS TEXTING TERMS AND CONDITIONS

Effective Date: March 05, 2025

1. USER CONSENT

By using Moira Murphy Law, PLLC services, including signing up for text message communications, you expressly consent to collecting, using, and sharing your personal information as outlined in our Privacy Policy. You acknowledge that you have read, understood, and agree to our Terms of Service and Privacy Policy, including the terms related to data collection, communication, and security.

You further consent to receive text messages from Moira Murphy Law, PLLC , including general and/or promotional messages. You may opt out of receiving general and/or promotional messages at any time by following the opt-out instructions provided in the messages. Your continued use of our services constitutes your ongoing consent to these terms.

2. OPT-OUT

You may choose to stop receiving general and/or promotional text messages from Moira Murphy Law, PLLC at any time. To opt out, simply reply to any text message you receive from us with the word 'STOP' or 'UNSUBSCRIBE.' Once we receive your opt-out request, we will promptly remove your number from our general and/or promotional messaging list. Please note that opting out of general and/or promotional messages will not affect your ability to receive important service-related communications.

3. MESSAGE FREQUENCY AND CONTENT

By subscribing to Moira Murphy Law, PLLC text messaging service, you agree to receive general, promotional, transactional, or informational messages related to products, services, updates and special offers. Message frequency may vary based on your preferences or activity. Message and data rates may apply. You can opt out of receiving these messages at any time by following the instructions provided in each message.

4. LIABILITY and DISCLAIMERS

Moira Murphy Law, PLLC is not responsible for any delays, failures in delivery, or any other issues related to the transmission or receipt of text messages. Delivery of text messages is subject to effective transmission by your mobile carrier and is not guaranteed by Moira Murphy Law, PLLC.

By subscribing to our SMS services, you acknowledge and agree that Moira Murphy Law, PLLC will not be liable for any damages, losses, or injuries arising from or related to the use or failure to receive any text messages, including but not limited to, delays, non-delivery, or technical issues. Your use of our SMS services is at your own risk, and we provide our services on an 'as-is' basis without any warranties of any kind, express or implied.

5. CONTACT INFORMATION

For any legal inquiries, please contact us at moira@mmlo.com or call us at 406.206.6513.

SMS TEXTING PRIVACY POLICY

Effective Date: March 05, 2025

1. DATA SECURITY and INFORMATION HANDLING

Moira Murphy Law, PLLC is committed to protecting the security of your personal information. We implement industry-standard security measures to safeguard your data against unauthorized access, use, or disclosure. However, it is also your responsibility to protect the confidentiality of your account information and any passwords associated with your use of our services.

You agree to notify Moira Murphy Law, PLLC immediately of any unauthorized use of your account or any other security breach. Moira Murphy Law, PLLC will not be liable for any loss or damage arising from your failure to protect your account or personal information adequately. By using our services, you acknowledge and accept that no data transmission over the Internet or mobile networks can be guaranteed to be 100% secure, and therefore, you use our services at your own risk.

2. PRIVACY POLICY

Moira Murphy Law, PLLC collects personal information from you when you interact with our services, including when you sign up, make purchases, or communicate with us via text messages. The types of information we collect may include your name, contact details, payment information, and any other information you voluntarily provide.

We use this information to provide, maintain, and improve our services, process transactions, communicate with you, and comply with legal obligations. Your information may be shared with trusted third-party service providers solely for the purpose of operating our business and fulfilling our commitments to you. We do not sell, rent, or share your personal data with third parties for marketing purposes without your explicit consent. Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes, and exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties

You have the right to access, correct, or delete your personal information at any time, and we are committed to handling your data in a secure and transparent manner.

3. DATA PROTECTION

Moira Murphy Law, PLLC takes the security of your personal information very seriously. We employ industry-standard security measures, including encryption and secure servers, to protect your data from unauthorized access, alteration, disclosure, or destruction. We continuously monitor our systems to ensure your information is safe and secure, and we are committed to maintaining the highest levels of data protection to safeguard your privacy.

4. EXPLICIT NON-SHARING OF INFORMATION

Moira Murphy Law, PLLC is committed to upholding the highest standards of privacy for all personal information collected through our text messaging services. We do not sell, rent, distribute, or trade your personal data to third parties without your explicit consent unless legally required to do so. Any information shared with third parties is exclusively for the purpose of delivering our services to you. We assure you that your data will never be shared with third parties for marketing purposes.

5. OPT-OUT INSTRUCTIONS

If you no longer wish to receive text messages from us, you can opt out at any time by replying with the word 'STOP' or 'UNSUBSCRIBE' to the number from which you received the message. Upon receiving your request, we will promptly remove you from our messaging list, and you will no longer receive further text communications from us.

6. CHANGES TO THE PRIVACY POLICY

Moira Murphy Law, PLLC may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. When we make changes, we will notify you by updating the "Last Updated" date at the top of this policy. In the event of significant changes, we will provide a more prominent notice, such as sending an email notification or displaying a notice on our website.

By continuing to use our services after these changes, you agree to the revised Privacy Policy. We encourage you to periodically review this policy for the latest information on our privacy practices.

8. CONTACT INFORMATION

For any privacy inquiries, please contact us at moira@mmlo.com or call us at 406.206.6513.

Privacy Policy

Moira Murphy (“COMPANY”) provides services (“Services”) through a network of third-party resellers (“Resellers”), and operates online websites at [(www.mmlo.org) as well as mobile and web applications, integrations, and plugins (collectively, the “Sites”) to provide information about the Services and to identify purchasers of the Services (“Customers”) as well as potential purchasers of the Services and to introduce them to Resellers. COMPANY respects the privacy of others.

This Privacy Policy (“Policy”) covers how COMPANY treats personal information that COMPANY receives, tracks, or collects in connection with your visit, access, or use of one or both of the Sites (whether as a Customer, Reseller, visitor, or otherwise) (collectively, “you” or “your”). This Policy tells you, among other things, what information we gather from you through one or both of our Sites, how we may use or disclose that information, how to review or edit it, and our efforts to protect it. Please read this Policy carefully. By visiting, accessing, or using the Sites, you are automatically accepting and agreeing to the most-recent version of this Privacy Policy, as well as the Sites’ Terms of Use. Customers and Resellers of COMPANY may be subject to additional contractual obligations regarding use of the Sites and/or the Services set forth in additional agreements. Among other things, you consent to the collection, tracking, and use of your personal information as outlined in this Policy, as such Policy may be amended from time to time. Any capitalized terms not defined herein shall have the meaning provided in the Sites’ Terms of Use.

You agree not to access the Sites from a jurisdiction which has data and personally identifiable information protection requirements that are greater than those provided herein.

Notice of Information We Collect or Track

We may collect or track the following information:

- **Personal Information**: Name (first, last, and/or middle) and unique identifiers (e.g., username); Login information for the Sites (e.g., username, password, security questions and answers); Home or personal contact information (e.g., mailing address, e-mail address, telephone number, facsimile number); Business contact information (e.g., company, title, mailing address, e-mail address, telephone number, facsimile number, tax ID number); Information about your business communication needs or preferences; Gender; Date of birth; Electronic signature; Billing or payment information (e.g., payor or payee name, checking account number, credit card number, expiration date, verification code, account holder name, cardholder name, billing address, mailing address, tax ID number); Computer, mobile device, and/or web browser information (e.g., IP address, mobile device ID information, operating system, browser type, referring/exist web pages, web page requests, cookie information, hardware attributes, software attributes); Third-party website, network, platform, server, and/or application information (e.g., Facebook,

Twitter); Usage activity concerning your interactions with the Sites and/or third-party websites, networks, platforms, servers, or applications accessed through the Sites (e.g., number of clicks on a page or feature, amount of time spent on a page or feature, identity of third-party websites, networks, platforms, servers, applications being accessed through the Sites); Transactional information, including but not limited to offers, orders, pricing, payments, purchaser, seller, item information, comments, ratings, feedback, and instant messages, and/or other communications made within the Site; Information set forth in the Sites' online account registration, member profile, and/or member directory forms completed by you; Information about content you submit to or publish on or through the Sites; Personal correspondence, such as an email or letter, which may be collected into a file specific to you.

We may collect and receive information about you from other sources, such as our business partners, Resellers, third-party integrations, and plug-ins, or from individuals who refer you to us. We may add this information to other information we collect from you. For example, if you use any portion of our services, such as a plugin, that interact with a third-party application, we may receive information (including phone numbers) from such third party. In such a case, we may also share your information with such third parties.

If you provide information directly to us in other ways, such as by sending us an email, we may retain that information and add it with the other information we have collected from you.

Do Not Track Signals

WE DO NOT RESPOND TO "DO NOT TRACK" SIGNALS. Some third-party sites that push content to our Site may keep track of your browsing activities over time and across different websites when they serve you content, which enables them to tailor what they present to you.

Information Collected, Tracked or Analyzed by Third Parties

We may permit advertisers or other partners, including Resellers, to collect information from the Sites. We may also utilize third parties to analyze data collected from the Sites. We may permit third parties to collect personally identifiable information over time and across different websites. If you use your mobile device to visit, access, or use the Sites, then additional categories of personal and non-personal information collected from you through the Sites might include: Your name associated with your mobile device; Your telephone number associated with your mobile device; Your geolocation; Your mobile device ID information; With your express agreement, your mobile contacts and/or contact information (e.g., names, telephone numbers, physical addresses, e-mail addresses, photos); and/or With your express agreement, information about third-party software applications on your mobile device (including, without limitation, general software apps, and online social media apps).

Notice of How We Use Collected/Tracked Information

We use the information we collect or track about you to:

- Assess your website's suitability;
- Operate, maintain, and provide to you the Sites, as well as the features and functionality of the Services and the Sites;
- Help you quickly find information and prevent you from having to enter information more than once;
- Improve the quality and design of the Services and the Sites;
- Provide customized content and services, including without limitation potential collaborations, advertising and promotional information, such as targeted ads;
- Diagnose problems with the Services and the Sites;
- Create new features, functionality, and services;
- Communicate with you;
- Provide customer support;
- Provide reports and other data to Resellers that may identify you and include data about you;
- Perform research and analysis on your use of the Services and the Sites;
- Manage your account;
- Protect the security and integrity of the Services and the Sites, as well as the property, rights, and personal safety of COMPANY, our users, or others;
- Send you marketing, promotional communications, upgrades, and special offers related to our services and for other marketing purposes of ours; and
- Enforce the Terms of Use, this Policy, and any other agreements you have entered into with COMPANY.

We may also use your information to fulfill other legitimate purposes permitted by applicable law.

Notice of Disclosure of Collected / Tracked Information

****Information from the Services, including Consumer Data**:** We may provide information about you and your business, including aggregated consumer data, to our affiliates and other businesses or individuals, including our Resellers, and web developers. We may also share aggregated non-personally identifiable information publicly. We may create non-personally identifying anonymous or aggregate data from the information we collect and information provided by third parties. We may use that anonymous or aggregate data for our own purposes or disclose it to third parties at our own discretion.

****Legal Compliance**:** COMPANY will cooperate with law enforcement inquiries, other government agency inquiries and requests, and criminal or civil subpoenas. COMPANY will also disclose your personal information when necessary to comply with state and federal laws and regulations.

****Sale or Other Transfer****: As we develop our business, we may buy or sell some or all of our assets and, depending on the transaction, the data collected from you and other Resellers and Customers may be one of the transferred assets. Similarly, if COMPANY should ever merge with or be acquired by another company, we may share the data collected from you and others with any entity resulting from such a transaction. If COMPANY should ever file for bankruptcy, the bankruptcy trustee has the right to sell the information you provide to us to a third party. We may also share your information with any corporate affiliates.

****Disclaimer****: We cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in this Policy. By way of example (without limiting the foregoing), we may be required to disclose personal information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access the transmission of private communications.

State Specific Disclosures

****For California residents****: Under California Civil Code Section 1798.83, if you are a California resident and COMPANY has an established business relationship with you, you may have the right to request information from COMPANY, free of charge, regarding the manner in which COMPANY shares certain categories of personal information with third parties (whether collected online or offline), for the third parties' direct marketing purposes. California law provides that you have the right to submit a request to COMPANY at its designated address and receive the following information:

1. The categories of information COMPANY disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year;
2. The names and addresses of third parties that received such information; and
3. If the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed, subject to certain exceptions

You are entitled to receive a copy of this information in a standardized format and the information will not be specific to you individually.

For purposes of this paragraph: "COMPANY" means COMPANY and the Sites, and "Third Party" means: a business that is outside the COMPANY family, and affiliates of COMPANY. You will notice that the "third parties" listed in this notice may include COMPANY affiliates. These affiliates are listed as "third parties" because, under Section 1798.83, any business that is a separate legal entity must be listed as a "third party."

This same California law permits COMPANY to provide you, in response to your written request, with a cost-free means to choose not to have your information shared rather than providing the above-described information. COMPANY's designated email address for such requests is moira@mmlo.org. You may also request this information by writing to:

Moira Murphy Law, PLLC
2722 3rd Ave N #240
Billings, MT 59101
Email: moira@mmllo.org

Additionally, you may request that COMPANY not share your personal information with third parties for their direct marketing use by following the Choice/Opt Out procedures outlined below.

Changes to Personal Information

If your personal information changes, you may correct or update it by contacting us.

Abuse of Terms of Use Agreement

You authorize us to disclose any information about you with our attorneys, law enforcement, or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, violation of obligations to us under our Terms of Use Agreement or any other agreement or policy, or other illegal or harassing activity.

Cookies and Other Tracking Technologies

We may use cookies, log files, clear gifs, web beacons, scripts, and other tracking technology. We may use these technologies in a variety of ways, including but not limited to:

- Collect device information from individuals who visit the Sites, which permit the generation of device fingerprints and cross-device consumer profiles;
- Tracking contacts for Resellers;
- Facilitating referrals to Resellers;
- Remembering information so that you will not have to re-enter it during your visit or the next time you visit the Sites;
- Keeping count of return visits to the Sites;
- Accumulating and reporting statistical information on usage of the Sites;
- Determining which features users like best;
- Assessing the popularity and effectiveness of the Sites;
- Determining whether and when an email was opened; and
- Improving our Sites and Services and creating new services.

You can refuse cookies by turning them off in your browser. However, if you turn off cookies, you may not be able to utilize certain features of the Sites and Services. Turning off and/or deleting cookies does not affect other tracking technologies, such as device fingerprinting.

This Privacy Policy covers the use of cookies and other tracking technologies by these Sites only.

You agree COMPANY is not liable for the content or use of personal information by third parties, including, without limitation, Resellers, and including their use of cookies and other tracking technologies. Users and readers of Reseller websites and applications should consult the privacy policies and terms of use for those individual websites.

By agreeing to the terms of this Policy and by accessing and using the Sites, you consent to the cookies and other tracking technologies referenced above. In order for you to be a registered and active Customer or Reseller and to have access to the COMPANY portal, you must agree to accept cookies and other tracking technologies.

Links

The Sites may contain links to or integrations with third-party sites, applications, or plug-ins, including advertisers. However, please be aware that COMPANY is not responsible for and cannot control the terms of use or privacy policies of such other sites or services. We encourage you to be aware when you leave the Sites and to read the applicable agreements for each and every site or application. The Policy applies solely to the Sites. COMPANY is not responsible for and makes no representations or warranties regarding links, including without limitation, the content, accuracy, opinions, functionality, or services provided in such linked sites or applications. Inclusion of any linked site or application on the Sites does not imply approval or endorsement by COMPANY.

Third-Party Applications

COMPANY may, in its sole discretion, provide Customers or Resellers with access to third-party applications or plug-ins which interface with COMPANY applications, the Sites, or the Services. Such applications are not endorsed by COMPANY. Use of such applications is voluntary and subject to the election by the user, in its sole discretion, to use any third-party applications. Use at your own risk. COMPANY makes no representations or warranties regarding your use of any third-party applications or the privacy or security of data or information provided to third parties or their applications. You agree COMPANY has no liability whatsoever for the third-party applications, including, without limitation, the third-party use of personal information provided to third parties or through the applications, nor the use of cookies or other tracking technologies by third parties or applications. Users of third-party applications should consult the privacy policies and terms of use for those individual applications.

Age Restrictions; Children's Privacy

The Sites and the Services are not for use for anyone under the age of 13. By using the Sites, you verify that you are 13 or older and in compliance with this provision. COMPANY will not

knowingly collect or use personal information from anyone under 13 years of age. If COMPANY obtains actual knowledge that it has obtained and saved personal information about a child under the age of 13, that personal information will be permanently deleted from our records.

Choice / Opt Out

****Cookies****: You may be able to delete and/or turn off cookies as your browser or device permits. Unless you block or control cookies going forward, deleting cookies will only address cookies on your device at that moment. If you disable cookies entirely, the Sites may not function properly. Please note that other tracking technologies, such as device fingerprinting, are not stopped or impacted by turning off or deleting cookies.

****Flash Cookies****: Some newer versions of browsers will let you control and/or delete Flash cookies. If you use a browser or device that does not let you delete Flash cookies, then try Adobe's Website Storage Settings. Similar to regular cookies, deleting Flash cookies will only address the Flash cookies on your device at that moment. Please note that other tracking technologies, such as device fingerprinting, are not stopped or impacted by turning off or deleting Flash cookies.

****Other Tracking Technologies****: You may be able to turn off and/or delete some scripting functionality as your browser or device permits. If you disable scripting functionality, the Sites may not function properly. Please note that other tracking technologies, such as device fingerprinting, are not stopped or impacted by turning off some script functionality.

****Opting Out from Interest-Based Ads****: US residents may visit [www.aboutads.info/choices](<https://www.aboutads.info/choices>) to opt out of interest-based advertising by companies participating in the DAA self-regulatory program and European Union residents may opt-out of interest-based advertising by companies participating in the EDAA at [www.youronlinechoices.com](<https://www.youronlinechoices.com>). Your browser must accept third-party cookies before opting out.

****Opting Out for Application Data****: To opt out of interest-based advertising on mobile apps, US residents may download the DAA's App Choices application from the Android or Apple app store.

****Opting Out for Location Data****: You may opt out of precise location data by using the location services controls in your mobile device's settings.

****Opting out of push / local notifications****: We may send push or local notifications to your device to provide updates and relevant messages. You may be able to manage notifications from the Sites or through your device.

****Effect of Opting Out**:** You will need to renew your opt-out choice if you use a different device, use a different browser, or erase cookies from your browser.

****Unsubscribing from emails**:** You may opt out at any time by using the Opt-Out or Unsubscribe option at the bottom of most of our mass email communications or by contacting us through the "Contact Us" section of the Services.

****Account**:** You may also choose to delete your account at any time, subject to any additional contractual arrangements between you and COMPANY.

Security

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before creating your account. The user who created the account is responsible for maintaining the secrecy of their unique password and account information at all times. We use what we believe to be appropriate procedures to protect information against unauthorized access and disclosure. However, information you elect to post on our Sites, emails, and other information you send to us are not encrypted and such transmissions cannot be considered a secure means of transmitting sensitive information. You should be aware of the limitations of security, authentication, encryption, and privacy measures used in connection with the Internet and that any information you transmit through the Sites may be damaged, corrupted, "sniffed" and/or accessed by another person without your permission. Regardless of the precautions taken by you or by us, "perfect security" does not exist on the Internet. Third parties may unlawfully intercept or access transmissions or private communications, and other users may abuse or misuse your personal information that they collect from the Sites. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private. We cannot ensure or warrant the ultimate security of any information you transmit.

File a Complaint

If for some reason you believe COMPANY has not adhered to the principles of this Policy, please notify us at moira@mmlo.org.

Changes to this Policy

COMPANY may modify this Policy or any other terms, such as the Terms of Use, at any time. You should review all applicable terms regularly. COMPANY will post notice of modifications at [\[BillingsTechGuys.com/legal\]\(https://www.BillingsTechGuys.com/legal\)](https://www.BillingsTechGuys.com/legal). You may also visit [\[BillingsTechGuys.com/legal\]\(https://www.BillingsTechGuys.com/legal\)](https://www.BillingsTechGuys.com/legal) to review any revised terms of the modified Policy. All such changes will be binding on you 14 calendar days after they are initially posted at [\[REPLACEWITHURLFORPOLICY\]](#), unless you are a new user, in which case they are binding on you immediately.

International Transfers

Your information may be transferred to, processed on, and/or stored on computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the U.S., COMPANY transfers data, including personal information, to the U.S. Your consent to this Privacy Policy represents your agreement to the transfer, processing, and storage of such data.

Contact Us

Any notices or communication sent to you by COMPANY will be sent to your email address on file with COMPANY, which may be updated by you in writing at any time. It is your responsibility for ensuring that COMPANY has your current email address at all times. Any notice sent to you via such email address by COMPANY shall be deemed given, received, and read by you, whether or not it actually is received and/or read.

Any notices or communications sent by you to COMPANY pursuant to this Policy must be in writing and sent to the address specified herein or such other address as COMPANY may specify in writing.

All notices will be sent to:

Moira Murphy Law, PLLC
2722 3rd Ave N Ste 240
Billings, MT 59101
Email: moira@mmllo.org