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SMS

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- H. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event that your wireless service terminates or lapses. We may discontinue the service at any time.
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The arbitration proceedings shall be conducted by a single arbitrator. In addition to any requirements imposed by law, the arbitrator shall be a retired state or federal court judge, or a licensed attorney with arbitration experience and at least ten years' experience as a lawyer, and shall be subject to disqualification on the same grounds as would apply to a judge of a court in the relevant jurisdiction. The arbitrator shall follow controlling law and issue a decision in writing within 45 days of the arbitration hearing with a supporting opinion based on applicable law. The decision of the arbitrator (the "Decision") shall be final, binding, and conclusive on the parties and may be entered in any court of competent jurisdiction; provided, however, that You and Noble Idea Solution LLC's agree that the Decision may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"), which may be obtained at <http://www.adr.org> or by calling (800)778-7879. The Decision shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the Decision, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. The single appellate arbitrator, who shall be chosen in the same manner described above, shall review the Decision applying the same standard(s) of review applicable in civil cases in the relevant jurisdiction and shall issue a reasoned award. The appellate arbitrator's decision shall be final, binding and conclusive on the parties, and may be entered in any court of competent jurisdiction. At either party's election, such decision and supporting opinion may be appealed to another arbitrator ("appellate arbitrator"), who shall be chosen in the same manner as described above. The appellate arbitrator shall apply to the underlying decision and opinion the same standard for review of civil cases as an appellate court in the relevant jurisdiction and issue a decision in writing with a supporting opinion based on such review and applicable law. The appellate arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, AND NOT ON A CLASS-WIDE, COLLECTIVE, MULTIPLE-PARTY, OR PRIVATE ATTORNEY GENERAL BASIS. WE ALSO AGREE THAT ANY ARBITRATION PROCEEDING BETWEEN US MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION BETWEEN NOBLE IDEA SOLUTION LLC'S AND ANY OTHER PERSON. YOU AND NOBLE IDEA SOLUTION LLC'S BOTH UNDERSTAND THAT BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH ARE GIVING UP THEIR RIGHT TO TRIAL BY JURY OF ANY INDIVIDUAL, CLASS-WIDE, COLLECTIVE, MULTIPLE-PARTY, PRIVATE ATTORNEY GENERAL, OR OTHER CLAIM EITHER MAY HAVE AGAINST

THE OTHER, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Should any term or provision or portion of this arbitration agreement be declared void or unenforceable or deemed in contravention of law, it shall be severed and/or modified and the remainder of this agreement shall be enforceable; provided, however, that if the provision above prohibiting class-wide, collective action, consolidated, or other group arbitration is deemed invalid, then this entire arbitration provision shall be null and void and shall not apply to that dispute, which shall be resolved in a judicial proceeding in Washtenaw County, Michigan.

General

You agree that: (i) the Websites and Applications shall be deemed solely based in Michigan; and (ii) the Websites and Applications shall be deemed passive websites and applications that do not give rise to personal jurisdiction over Noble Idea Solution LLC's, either specific or general, in jurisdictions other than Michigan. These Terms of Use shall be governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. These Terms of Use, together with the Privacy Policy and any other legal notices published by Noble Idea Solution LLC's on the Websites or Applications, shall constitute the entire agreement between you and Noble Idea Solution LLC's concerning the Websites and Applications. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the failure by Noble Idea Solution LLC's to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Noble Idea Solution LLC's reserves the right to amend these Terms of Use (other than the arbitration provision) at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Websites and Applications following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND NOBLE IDEA SOLUTION LLC'S AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITES AND APPLICATIONS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED

California Transparency in Supply Chains Act

As a company philosophy, Noble Idea Solution LLC's , Inc. and its subsidiaries and affiliates ("Noble Idea Solution LLC's ") strongly oppose any and all illegal and unethical treatment of individuals, including acts of slavery or human trafficking. Noble Idea Solution LLC's utilizes a standard agreement that requires its suppliers to comply with all applicable laws, which includes applicable labor laws. Noble Idea Solution LLC's also provides to its suppliers a Code of Ethics that similarly notifies suppliers of their obligation to comply with all applicable laws and also provides a dedicated avenue for reporting any illegal or unethical behavior. Noble Idea Solution LLC's conducts periodic assessments of its suppliers and is determining whether to expand this assessment to obtain information about its suppliers' activities related to the California Transparency in Supply Chains Act of 2010. Noble Idea Solution LLC's is also considering implementing requests for certification from its suppliers and/or audits of its suppliers. At this time, Noble Idea Solution LLC's does not plan to utilize a third party to perform any verifications or audits. Noble Idea Solution LLC's also expects to evaluate whether training and/or changes in accountability standards and procedures for its employees and/or contractors are appropriate.

These Terms of Use were updated as Nov 8th, 2016