



## **Terms and Conditions of Use**

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    3. material or data that is illegal, or material or data that is harassing, coercive, libelous, defamatory, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us and/or our third- party service providers; material or data that is related to illegal drugs (e.g., marijuana, cocaine) or to pharmaceuticals, material that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept

or expropriate any system, data, or personal information or contains any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to our equipment or facilities and/or those of any third party; or material or information that is false or misleading, or likely to mislead or deceive.

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### **Limitation of Liability**

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### **Indemnification**

You agree to defend, indemnify and hold harmless us, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions of Use and your use of our Site, including, but not limited to, any use of our Site's content, services and products other than as expressly authorized in these Terms and Conditions of Use or your use of any information obtained from our Site.

### **Revisions and Errata**

The materials appearing on our Site could include technical, typographical, or photographic errors. We do not warrant that any of the materials on the Site are accurate, complete, or current. We may make changes to the materials contained on the Site at any time without notice. We do not, however, make any commitment to update the materials.

### **Links**

We have not reviewed all of the third-party websites linked to by the Site and are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by us of the third-party website. Navigation to and use of any such linked website is at the user's own risk.

### **Site Terms of Use Modifications**

We may revise these Terms and Conditions of Use for the Site at any time without notice. By accessing or using the Site, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

### **Governing Law**

Any claim relating to the Site shall be governed by the laws of the State in which we are headquartered without regard to its conflict of law provisions.

### **Entire Agreement**

These Terms and Conditions of Use, our Privacy Policy and any other document we deem relevant constitute the sole and entire agreement between you and us with respect to our Site and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Site

**Privacy Policy:** We respect your privacy. We will only use information you provide to transmit your mobile messages and respond to you, if necessary. **WE DO NOT SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY.** Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If in Our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies. This Privacy Policy is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts.

**Dispute Resolution:** In the event that there is a dispute, claim or controversy between you and Us, or between you and any third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Our Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Dallas, Texas before one arbitrator. The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the State of Texas, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a

court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested ("Arbitration Demand"). To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby. The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and arbitrators, and will not be disclosed to any third person (other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will

place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. We reserve the right to change these Terms from time to time. Any material updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.