

September 2025 Template Terms and Conditions Update

Postscript takes a proactive approach to compliance and to helping our customers mitigate risks whenever possible. This document provides template language for Terms and Conditions (T&Cs) for shops that desire to maintain their own Terms and Conditions for their SMS programs and have declined to utilize Postscript's Dynamic Terms of Service. These template terms are designed to meet carrier compliance requirements and to provide risk mitigation measures, including class action waivers and mandatory arbitration provisions.

In September 2025 the Terms were updated in response to a new state law in Texas (SB 140) that introduced vague and burdensome rules around SMS messaging. To help keep your program protected, we've updated the language in the template to account for it. The Terms were also updated to permit the use of existing data to send one time passcodes to verify a user's identity.

Note Regarding Mandatory Arbitration Provision: Section 15 of the template below includes a mandatory arbitration provision. This provision requires disputes to be explored informally before arbitration and then directs arbitration to occur using New Era ADR's dispute resolution process. New Era ADR is an alternative to the American Arbitration Association (AAA) and JAMS, which are common providers of mediation and arbitration services. We have elected to incorporate New Era ADR into this model because we believe that it offers a fair forum for dispute resolution for consumers, while also providing a more cost-effective option.

Thanks to an innovative partnership between Postscript and New Era ADR, businesses who elect to utilize our Dynamic Terms of Service are entitled to a substantial discounts if mass arbitration rules are activated, guarding against the risk of substantial upfront costs that would be charged by JAMS and AAA if large numbers of consumer claims were to be filed against the business because of your SMS marketing. For information about how to activate the Dynamic Terms of Service, please contact: support@postscript.io

If you choose to use this template and maintain your own terms and conditions (rather than utilizing our Dynamic Terms of Service), you will be responsible for paying New Era or their services in accordance with their standard fee schedule in effect at that time, unless you separately negotiate an agreement with New Era ADR before incorporating these provisions into your T&Cs. If you prefer, you may also elect to modify this provision to utilize AAA, JAMS, or the arbitration provider of your choice.

For your convenience, the model terms and conditions have been highlighted according to the following key (remove highlighting before publishing on your website):

- 1) **Tan highlight** fields need to be manually updated before utilizing the below T&Cs to reflect your shop's actual information.
- 2) **Green highlights** represent material additions or changes made in this update.

This template is provided as a courtesy and is not intended to constitute legal advice. You are encouraged to consult your own legal counsel when making changes to your terms and conditions.

Update Effective Date: _____, 2025

{Company Display Name} Messaging Terms & Conditions

{Company LEGAL Name} (hereinafter, "{Company Display Name}," "We," "Us," "Our") is offering a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Messaging Privacy Policy {URL Link to Messaging Privacy Policy}.

By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. In arbitration there is less discovery and appellate review than in court. Please review carefully.

By opting in to or participating in any of our Programs, you represent and warrant that you do so because of a genuine desire to receive discounts, promotions, and other news or information from Us and not because of a desire or intent to initiate litigation or bring legal claims against any party. If you have requested to receive messages with a desire to bring legal claims against Us or any vendors acting on our behalf, then you shall immediately unsubscribe using the instructions set forth below and agree to indemnify Us and/or those vendors for any expenses, including attorneys' fees, associated with defending such claims.

This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts (including those in the "Other Terms and Policies" section below). Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program.

1. User Opt In.

- a. **Consent to Receive Recurring Automated Messages.** You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS, MMS, and RCS) messages (including cart reminders) from {Company Display Name}, including messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. You further consent to receiving messages that include artificial or prerecorded voices. By providing your phone number, you represent and warrant that you are providing your own phone number, and not someone else's, and that you are a legally-authorized user of this phone number. Consent to receive automated marketing messages is not a condition of any purchase. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "autodialer"). Message and data rates may apply. Message frequency varies.
- b. **No Time of Day Restrictions.** While efforts are made to limit the delivery of messages outside of reasonable hours for most consumers, you understand and agree that We do not have the ability to target messages based on geographic location

because federal law and privacy concerns prevent a consumer's real-time location data from being shared with Us or our vendors by your wireless carrier. Further, technical issues, such as network congestion or your phone being disconnected from your wireless service, can result in messages being delivered at unexpected times. Therefore, you agree that your consent to receive marketing text messages includes consent to the delivery of such messages 24-hours per day. Your consent supersedes any state or federal regulation that might otherwise restrict the delivery of such messages and you waive any such claims.

c. Consent to Receipt of Electronic Information and E-Sign. Notwithstanding anything herein to the contrary, you understand that applicable law may require Us to provide certain information to you in writing in connection with any consent to receive advertising and telemarketing messages. By opting-in to Our messaging program, you authorize Us to provide this information to you electronically instead of in a separate paper document. You understand that you may withdraw this consent, update your information, or request a free paper copy of the information by emailing us at {customer support email}. You understand that to access and retain a copy of this webpage, you will need: (i) a device (such as a computer or mobile phone) with a web browser and Internet access; and (ii) available storage space on that device to download a copy of this webpage or a connected printer to print a copy of this webpage.

d. Disclosure of Data and Receipt of One Time Messages to Identify Device and Prevent Fraud. You authorize the use or disclosure of information about your account and your wireless device, if available, by or to your wireless carrier, {Company Display Name} or Our service provider(s), including Stodge Inc. dba Postscript, to help identify you or your wireless device when you opt-in to receive text messages from any Postscript customer and to endeavor to detect and prevent fraud. Further, you consent to the transmission of one-time passcodes or other messages to confirm your intent to subscribe to our recurring message program. See our Messaging Privacy Policy {URL Link to Messaging Privacy Policy} for how we treat your data.

2. User Opt Out. If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, REVOKE, OPT OUT, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. To the maximum extent permitted by law, You understand and agree that the foregoing options are the only reasonable methods of opting out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP, END, CANCEL, REVOKE, OPT OUT, UNSUBSCRIBE or QUIT keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and agree that {Company Display Name} and its service providers will not have liability for failing to honor requests that are designed to circumvent the automated opt-out processes described above. You agree that other methods of opting out, including, but not limited to, texting words other than those set forth above, sending a hard copy letter to our office, or verbally requesting one of our employees to remove you from our list, shall not be deemed to be reasonable methods of opting out. Our Messaging Do Not Call Policy is attached to these Terms of Service as Appendix A.

3. Other Terms and Policies. You also agree to our Messaging Privacy Policy {URL Link to Messaging Privacy Policy}.

4. Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing, promotion, payment, customer support, delivery (including order confirmations, tracking information, and shipping updated via email), other transactional-related messages and sale of goods and services. Messages may include checkout reminders.

5. AI-Generated Message Content: You are advised that from time to time We may utilize certain generative artificial intelligence (AI) services provided by third-parties to develop or suggest the content of messages that we choose to send to you. This may include AI-generated voices. Some of these messages may be tailored to your interests based on information available to Us. By enrolling and remaining in the program, You agree to the use of AI and further that Our use of these AI services does not make those third-parties either senders or initiators of the messages or otherwise responsible for the messages.

6. Message Frequency, Cost and Changes. Message and data rates may apply. You agree to receive messages periodically at Our discretion. Daily, weekly, and monthly message frequency will vary. We reserve the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. We also reserve the right to change the short code or phone number from which Our messages are sent.

7. Support Instructions. For support regarding the Program, text "HELP" to the number you received messages from or email us at {customer support email}. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

8. RCS and MMS Disclosure. The Program may send SMS or MMS messages if your mobile device does not support RCS. The Program will send SMS messages if your mobile device does not support MMS messaging.

9. Our Disclaimer of Warranty. The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. Carriers are not liable for delayed or undelivered mobile messages.

10. Supported Devices. The Program is offered on an "as-is" basis. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. {Company Display Name}, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

11. Contact. This Program is a service of {Company Display Name}, located at {full address}.

12. Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge

and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

13. Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

14. State Telemarketing Laws & Residency: To the extent the law is relevant and applicable to the Program, we endeavor to comply with applicable state telemarketing laws, including, but not limited to, the Florida Telemarketing Act and Florida Do Not Call Act, the Oklahoma Telephone Solicitation Act of 2022, the Maryland Stop the Spam Calls Act of 2023, New Jersey's Senate Bill 921 (2023), and the Virginia Telephone Privacy Protection Act. For purposes of compliance with federal and state laws, you agree that we may assume that you are a resident of a particular state if, at the time of opt-in to the Program, the area code for the phone number used to opt-in to the Program is an area code associated with that state. Further, You agree that You will not assert that you are a resident of a state other than the state applicable to your area code unless you affirmatively advise us in writing that you are a resident of a specific state by sending written notice to us. You further agree that any mobile messages sent by Us in direct response to mobile messages or requests from You (including but are not limited to response to Keywords, opt-in, help or stop requests and shipping notifications) shall not constitute a "commercial telephone solicitation phone call", "telephonic sales call", "telemarketing sales call", "telephone solicitation", or "unsolicited telemarketing sales call" for purposes of federal and state laws, to the extent the law is otherwise relevant and applicable.

15. Subscribers Located in Texas: Insofar as Texas law applies to your receipt of one or more text messages, and for purposes of applying Texas Business & Commerce Code Sections 302.058 and 302.059, the parties agree to the following construction. First, the word "customer" shall be interpreted in a manner consistent with the broadest dictionary definition and common usage. Customer shall not be interpreted to require the purchase of a product or service. Second, the word "establishment" shall be interpreted in a manner consistent with the broadest dictionary definition and common usage. Establishment shall not be interpreted to require the operation of a physical store, but rather shall include establishments that sell goods and services through an online store.

16. Dispute Resolution (Including Arbitration Agreement, Class Action Waiver).

Our Customer Service Specialists are ready to assist you and address your concerns—email us at: {Company's customer service email}.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE CLAIM OR ACTION IN ARBITRATION AND LITIGATION, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR {Company Display Name} WOULD HAVE IN COURT, SUCH AS APPELLATE REVIEW, ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Binding Individual Arbitration: In the event that there is a dispute, claim, or controversy between you and Us, or between you and Stodge Inc. d/b/a Postscript or any other 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, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (“Dispute”), such Dispute will be, to the fullest extent permitted by law and applicable rules, determined by arbitration before one arbitrator, provided, however, that no party shall be precluded from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction. Whether a Dispute falls within the jurisdictional limits of small claims court is for the small claims court to decide. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Dispute will be given the broadest possible meaning permitted by law. It includes, but is not limited to: (a) any dispute or claim that arose before the existence of these or any prior Terms and Conditions (including, but not limited to, claims relating to advertising); (b) any dispute or claim that is currently the subject of a purported class action litigation in which you are not a member of a certified class; and (c) any dispute or claim that may arise after termination of these Terms and Conditions and our relationship with you and Stodge Inc. d/b/a Postscript or any other third-party service provider acting on Our behalf. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, trade secrets, or other intellectual property, and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues that relate to the scope, validity, and enforceability of the Agreement. You and {Company Display Name} agree that these Terms and Conditions evidence a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and U.S. federal arbitration law and not state arbitration law.

Mandatory Informal Dispute Resolution Process. If you and {Company Display Name} have a Dispute, you and {Company Display Name} agree to make a good faith effort to informally resolve it. The party initiating the Dispute must send a written notice to the other party that describes the Dispute. The notice must include all of this information: (a) the initiating party's contact information (including name, address, telephone number, and email address) (with their counsel's contact information, if represented); (b) sufficient information to enable the other party to identify any phone number(s), transaction(s), or account(s) at issue; and (b) a detailed description of (1) the Dispute, (2) the nature and basis of the claims, and (3) the nature and basis of the relief sought, with a detailed calculation for such relief. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented).

If you have a Dispute with us, you must send this notice, including all of the information referenced above, by email to: {customer support email} or by mail to: {full address}. If we have a Dispute with you, we will send this notice, including all of the information referenced above, to

you at the most recent contact information we have on file for you or, if we do not have a mailing address on file, you authorize us to text you at the phone number we have available to seek your mailing address.

For a period of sixty (60) days from receipt of a completed notice (which can be extended by agreement of the parties), you and we (and counsel, if you and we are represented) agree to negotiate in good faith in an effort to informally resolve the Dispute. To this end, the party receiving the notice may request a telephone or video settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and a {Company Display Name} representative will personally attend (with counsel, if you and we are represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period.

If the Dispute is not resolved within sixty (60) days after receipt of a completed notice (which period can be extended by agreement of the parties), you or {Company Display Name} may commence a formal dispute resolution proceeding consistent with the process set forth below. **Compliance with and completion of this Mandatory Informal Dispute Resolution Process ("Process") is a condition precedent to you or {Company Display Name} commencing any formal dispute resolution proceeding in arbitration or small claims court. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process.** If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court at either party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration. Nothing in this section limits the right of a party to raise the sufficiency of a notice or compliance with this Process or to seek damages for non-compliance with this Process in arbitration, including with a Process Arbitrator. You or we may commence arbitration only if the Dispute is not resolved through compliance with this Process.

Arbitration Generally; Relief Available. There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

Arbitration Proceedings and Rules, Including Provisions Governing Mass Arbitrations.
The following rules and procedures shall apply:

- Any arbitration will be administered by New Era ADR in accordance with their Virtual Expedited Arbitration Rules and Procedures, as well as any applicable General Rules and Procedures, except as modified by the Terms. New Era ADR's Virtual Expedited Arbitration Rules and Procedures and General Rules and Procedures are both available at www.neweraadr.com/rules-and-procedures/. Please review these procedures carefully because they may impact how your complaint is handled and these procedures differ from those that would otherwise apply if you elected to pursue your claim individually in small claims court.
- When You initiate arbitration, the only fee You are required to pay is New Era's

consumer filing fee, which is currently a maximum of \$300 for a consumer. All other fees or expenses charged by New Era ADR will be paid by us (unless the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose). You are responsible for fees and expenses owed to your legal counsel, if any, unless the arbitrator determines that an award of attorney's fees is warranted under applicable law.

- Mass Arbitration Provisions:
 - New Era ADR's rules and procedures include unique procedures for "mass arbitrations," which are situations in which five (5) or more cases are filed that arise out of common issues of law and fact and are brought by the same law firm or group of law firms. Mass arbitration procedures are designed to provide for a more cost-effective resolution of disputes. Those mass arbitration procedures call for a limited number of cases to be treated as "bellwether" cases to be resolved on the merits earlier than other cases. The outcome of bellwether cases may be treated as precedent in evaluating the remaining cases. You understand and agree that these Procedures for Mass Arbitrations will apply and that they are designed to (a) lead to the streamlined and cost-effective resolution of claims; (b) ensure that large volume filings do not impose unnecessary burdens or impediments to the resolution and cost-effective adjudication of similar claims; and (c) preserve the integrity of the arbitration process. You also understand and agree that by choosing to bring your Dispute as a part of a Mass Arbitration that the resolution of your Dispute might be delayed and ultimately proceed in court and not in arbitration. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and New Era ADR's resources.
 - Only the presiding Neutral may make determinations of fact or reach conclusions of law with respect to a Mass Arbitration Proceeding. Ultimate authority to determine whether cases arise out of Common Issues of Law and Fact rests with the presiding Neutral. If the presiding Neutral determines that one or more cases assigned to a Mass Arbitration Proceeding do not arise out of Common Issues of Law and Fact, or otherwise do not meet the definition of a Mass Arbitration, each such case will be removed from the Mass Arbitration Proceedings. Each party will select one "Bellwether Case" from all the cases that were filed. Those Bellwether Cases will proceed individually, but in parallel to the extent possible. The Neutral will issue a reasoned Lead Decision in each Bellwether Case. Although a Neutral may consider the analysis and result reached in prior Lead Decisions in deciding disputes in the same Mass Arbitration proceeding the Neutral in all events must individually decide each claim asserted by each party in a Mass Arbitration proceeding, giving due consideration to the facts and arguments advanced by the Parties in each case.
 - New Era ADR's rules and procedures provide parties to mass arbitrations with the right to obtain certain information relating to bellwether cases and decisions that may impact their cases. You are encouraged to review those rules closely to understand how your rights may be impacted.

- If any provision of this Agreement is deemed by an arbitrator not to comply with the Minimum Fairness Standards published by New Era ADR and available at <https://www.neweraadr.com/> then the Minimum Fairness Standards should be deemed to be incorporated by reference and any offending provision shall be deemed unenforceable.
- The arbitrator shall be selected pursuant to New Era ADR's standard rank and strike process, as set forth in New Era ADR's General Rules and Procedures.
- Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the state and Federal Judicial Circuit in which {{company_full_legal_name}}'s principle place of business is located, without regard to its conflict of laws rules.
- By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (a) the Dispute Resolution provisions of this agreement and (b) all of the requirements of Federal Rule of Civil Procedure 11(b), including that the claims and relief sought are neither frivolous nor brought for an improper purpose. The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all represented parties and counsel as a court would.
- The arbitrator may award any relief or remedy that would be available in a court of law, including attorneys' fees and punitive damages where permitted by statute and is permitted to apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award.
- The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions. In the event of a Mass Arbitration, the parties agree that, for the sake of efficiency, an arbitrator's written decision may address some or all of the cases jointly. However, a written decision that jointly addresses some or all of the cases does not conflict with the requirement that the Neutral in all events must individually decide each claim asserted by each party in a Mass Arbitration proceeding.
- Notwithstanding anything contained in the New Era ADR rules, the decision of the arbitrator shall be final and binding on both parties, but either party shall have rights of appeal expressly provided in section 10 of the FAA.
- Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. Notwithstanding anything to the contrary in this Agreement, if {Company Display Name} makes any future change to this arbitration provision, you may reject the change by sending Us written notice within 30 days of the change to {full address}}, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and {Company Display Name}.

No class actions or juries. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS AGREEMENT, YOU AND {Company Display Name} ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN COURT AND THAT THIS AGREEMENT SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION

ACT (the "FAA"). **The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding EXCEPT as provided in this Agreement.**

Invalidity and Survivability. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Future Changes to Dispute Resolution Section. Notwithstanding any provision to the contrary, you and we agree that if {Company Display Name} makes any future changes to this arbitration agreement (other than a change to the mailing or email address), you may reject any such change by sending us written notice personally signed by you within thirty (30) days of the change to {Company Display Name} at {full address}. The written notice must include the following information: (a) your name, address, phone number, and email address and (b) a statement that you wish to opt out of changes to the arbitration agreement. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change to the arbitration agreement, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this version of the arbitration agreement.

17. Miscellaneous. You warrant and represent to Us that you have all necessary rights, power, and authority to agree to the 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 this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the terms of 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 updates to this Agreement shall be communicated to you. Prior to such communication, the terms of this Agreement in effect as last made available to you immediately prior to your receipt of the notice will continue to govern our relationship. You acknowledge your responsibility to review this Agreement 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 this Agreement, as modified.

Appendix A

{Company Display Name} **Do Not Call Policy: Text Messaging**

Regulatory Summary Regarding The Telephone Consumer Protection Act (TCPA)

The federal Telephone Consumer Protection Act (TCPA), related FCC regulations, and related court interpretations protect consumers from specific types of telemarketing. Under the TCPA “telemarketing” is defined as “the initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services, which is transmitted to any person.” 47 C.F.R. § 64.1200(f)(13). The TCPA imposes requirements for cold calls, prerecorded sales calls, and the use of autodialers. The TCPA also authorized the creation of the National Do Not Call Registry as well as internal Do Not Call lists. Various states have also adopted their own telemarketing laws.

{Company Display Name} is committed to complying with federal and state Do Not Call laws. This policy relates specifically to our compliance with those requirements for the purposes of sending SMS and MMS messages that constitute telemarketing. It is Our policy to not send telemarketing SMS and MMS messages to:

- Any telephone number, using an automatic telephone dialing system, for which we have not received prior express written consent, as defined by the Federal Communications Commission; and
- Any telephone number on Our Internal Do Not Call List.

We will maintain an Internal Do Not Call list and will promptly honor a request made in one of the following manners to place your telephone number Our Do Not Call list within a reasonable time of such request, not to exceed 10 business days from the date of said request. To be placed on Our Do Not Call list, you may:

- Reply STOP, END, CANCEL, REVOKE, OPT OUT, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. Any other language used may not be recognized by Our system which may result in the request to opt-out not being processed.
- Request to be put on Our list by contacting customer service at {customer support email} and providing your name and telephone number.

Your telephone number shall be retained indefinitely on Our Do Not Call list unless you subsequently provide new prior express written consent to rejoin our SMS list. If you change your number, you must request for the new number to be put on Our Do Not Call list.