

SMS TERMS AND CONDITIONS

Pop Up Gallery Alerts · Pop Up Gallery LLC

Effective date: **JULY 21ST, 2026**

1. Program Description

The Pop Up Gallery Alerts text messaging program (the “Program”) is operated by Pop Up Gallery LLC (“Pop Up Gallery,” “we,” “us,” or “our”). The Program may send recurring informational and marketing text messages regarding upcoming events, exhibitor opportunities, application openings, booking deadlines, registration status, payment reminders, event logistics, schedule changes, promotions, and related services.

2. How You Opt In

You may opt in through a web form, landing page, QR code, keyword, checkout or application form, or another method that clearly presents the Program disclosure. Your consent must be affirmative and is specific to SMS; consent to email or acceptance of exhibitor terms does not by itself constitute SMS marketing consent.

By opting in, you authorize us to send recurring text messages to the mobile number you provide, including messages sent using automated technology. Consent is not a condition of purchasing goods or services or participating in an Event.

3. Message Frequency

Message frequency varies based on your interactions, location, selected cities, and upcoming Events. You may receive up to eight (8) marketing or informational messages per month, plus event-specific transactional or user-initiated messages where applicable.

4. Message and Data Rates

Message and data rates may apply. Your mobile carrier’s rates and terms govern charges to your account. We are not responsible for carrier charges.

5. Opting Out

You may opt out at any time by replying STOP to any Program message. Other recognized opt-out keywords may include CANCEL, END, QUIT, UNSUBSCRIBE, OPTOUT, or REVOKE. After opting out, you may receive one final confirmation message. No further marketing texts will be sent unless you opt in again.

If you participate in multiple Program audiences or city lists operated under the same business registration, an opt-out may apply across all SMS senders associated with our business, depending on carrier and platform functionality.

6. Help and Customer Support

For help, reply HELP to any Program message or contact us at **BOOKINGS@POPUPGALLERYMARKET.COM** or **+1 315 872 7030**.

7. Eligibility and Mobile Number Responsibility

You must be at least eighteen (18) years old, or the age of majority in your jurisdiction, and the authorized user of the mobile number provided. You agree to notify us or opt out before transferring, deactivating, or changing that number.

8. Delivery and Carrier Disclaimer

Text message delivery is subject to carrier availability, network conditions, device compatibility, and other factors outside our control. We and participating mobile carriers are not liable for delayed, failed, or undelivered messages. Not all carriers or devices may support all features.

9. Quiet Hours and Responsible Sending

We endeavor to send marketing messages only during legally permitted hours based on the recipient's local time and applicable carrier requirements. Transactional or user-initiated responses may be sent when necessary to complete the requested interaction.

10. Privacy

Our collection, use, retention, and disclosure of personal information, including mobile numbers and SMS consent records, are described in our Privacy Policy: [

[w 03_Pop_Up_Gallery_Privacy_Policy.docx](#)]. Mobile information and SMS opt-in consent will not be sold or shared with third parties for their own marketing or promotional purposes. We may disclose information to service providers, messaging platforms, telecommunications carriers, aggregators, and regulators as needed to operate the Program, deliver messages, prevent fraud, comply with law, and honor your choices.

11. Changes or Termination

We may modify, suspend, or terminate the Program or these SMS Terms. Material changes will be posted on this page with an updated effective date and, where required, communicated by text or another appropriate method. Your continued participation after a lawful update constitutes acceptance of the revised terms.

12. General Terms

These SMS Terms supplement our Exhibitor Participation Terms and any other agreement applicable to your relationship with us. If there is a conflict concerning the Program, these SMS Terms control. Applicable mandatory law remains unaffected.

13. Contact Information

Business	Pop Up Gallery LLC
Email	BOOKINGS@POPUPGALLERYMARKET.COM
Phone	+1 315 872 7030
Mailing address	1111B S GOVERNORS AVE, DOVER, DELAWARE, 19904