

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

Introduction:

[Company Name] (“We,” “Us,” “Our”) offers a mobile messaging program (“Program”). By opting into or participating in Our Program, you agree to these Mobile Messaging Terms and Conditions (“Terms”) and Our Privacy Policy. These Terms apply only to this Program and do not modify any other Terms and Conditions or Privacy Policy that may govern your relationship with Us in other contexts. By agreeing, you also consent to resolve any disputes with Us through binding, individual arbitration as detailed in the “Dispute Resolution” section below.

User Opt-In:

By opting in—such as through Our online enrollment forms—you agree to receive SMS/MMS marketing messages from Us at the phone number you provide. Your consent to receive these messages is not required as a condition of purchasing goods or services. While some messages may be sent using an autodialer, not all communications are necessarily sent this way. Message and data rates may apply.

User Opt-Out:

If you wish to stop participating in the Program, reply to any of Our messages with STOP, END, CANCEL, UNSUBSCRIBE, or QUIT. After sending your opt-out request, you may receive a final confirmation message. These are the only reasonable methods to discontinue participation. Any other attempt, including verbal requests to employees, is not considered a valid opt-out method.

Duty to Notify and Indemnify:

If you stop using the phone number you used to opt in—by changing numbers, selling it, or canceling your plan—you must opt out of the Program first. Failing to do so may result in liability if the new owner of that number receives Our messages. You agree to indemnify, defend, and hold Us harmless from any claims or expenses (including legal fees) arising from your failure to notify Us of such changes.

Program Description:

Participants may receive messages related to Our products, promotions, sales, events, or other marketing content.

Cost and Frequency:

Message and data rates may apply. The Program may include recurring messages, and the frequency may vary based on your interactions with Us.

Support:

For support, text HELP to the number from which you receive messages, or email

[Company Contact Email]. Please note that emailing to opt out is not valid; you must follow the opt-out procedures above.

MMS Disclosure:

If your device does not support MMS, the Program may send SMS TMs (terminating messages) instead.

Disclaimer of Warranty:

The Program is provided “as-is.” We are not responsible for delays or failures in message delivery, and availability may vary based on device, software, or coverage changes. Your wireless carrier’s performance is beyond Our control, and they are not responsible for delayed or undelivered messages.

Participant Requirements:

You must have a personal wireless device with text messaging capabilities on a participating carrier network. Not all carriers and devices may support the services.

Age Restrictions:

You must be at least thirteen (13) years old to use the Program. If you are between thirteen (13) and eighteen (18), you must have permission from your parent or guardian. By participating, you confirm you meet these age requirements and that your participation is legally permitted in your jurisdiction.

Prohibited Content:

You agree not to send or engage with any content that is fraudulent, defamatory, harassing, obscene, threatening, hateful, discriminatory, harmful (including viruses or malicious code), unlawful, or in violation of applicable laws or regulations, including HIPAA/HITECH-protected information.

Dispute Resolution:

Any dispute, claim, or controversy arising out of or relating to this Program or these Terms will be resolved through binding arbitration administered by the American Arbitration Association (AAA) in [Company’s City, State]. The arbitrator shall apply the laws of the Federal Judicial Circuit in which Our principal place of business is located. Arbitration will be on an individual basis; class actions are not permitted. This arbitration agreement survives termination of your participation in the Program.

Miscellaneous:

By accepting these Terms, you represent that you have the authority to do so and that no other agreement prevents your compliance. Any failure to enforce a provision of these Terms does not constitute a waiver. If any provision is found unenforceable, the remaining

provisions will remain in effect. We may modify these Terms at any time. Changes will be communicated, and by continuing to participate, you accept any modifications.

These Terms constitute the entire agreement concerning the Program and supersede all prior agreements or understandings.