***THE SMS TERMS & CONDITIONS BELOW IS PROVIDED AS AN EXAMPLE AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. GLOFOX IS NOT A LAW FIRM AND DOES NOT OFFER OR PROVIDE LEGAL ADVICE. BEFORE POSTING THIS, OR ANY OTHER SMS TERMS & CONDITIONS, IT’S RECOMMENDED THAT YOU SPEAK WITH LEGAL COUNSEL IN THE JURISDICTION WHERE YOUR BUSINESS OPERATES. GLOFOX EXPRESSLY DISCLAIMS LIABILITY WITH RESPECT TO YOUR SMS PROGRAM.***

**SMS TERMS & CONDITIONS**

**Please read these SMS Terms & Conditions (the “SMS Terms”) carefully. These SMS Terms apply to marketing and non-marketing text messages - also known as short message service (“SMS”) – sent to you by or from [subscriberentity] d/b/a [subscribertradename] (“Company”).**

**CONSENT**

**By opting-in to one or more text messaging programs, you expressly consent to receive marketing or non-marketing text messages, as applicable, from Company and others texting on its behalf, including text messages made with an automatic telephone dialing system (“autodialer”) at the telephone number(s) that you provide. You may opt-out of these communications at any time. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services. Message frequency may vary.**

**PROGRAM DESCRIPTION**

**Company, through third party platform service providers, may use an autodialer to deliver text messages to you. Company text messages are intended to provide you with marketing and promotional information regarding Company products and services and other information about Company that may be of interest to you (such as contests, give-aways, and limited time offers). Non-marketing text messages may include appointment reminders, billing reminders, and other informational communications related to your use of Company products or services.**

**COST**

Message and data rates may apply to each text message sent or received in connection with Company’s text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Company does not impose a separate fee for sending text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

**HELP & STOP**

Text HELP to Company for information about the SMS program. Text STOP to discontinue your receipt of text messages from Company. Please note that after texting STOP, you may receive additional communications confirming that your request has been received and processed, and you may continue receiving text messages for a short period of time while Company processes your request. Also, if you opt out from one of Company’s text message programs, you will remain enrolled in other text message programs (as applicable) unless you specifically opt-out from those programs as well. Any other questions can be directed to Company’s customer support line.

**YOUR MOBILE PHONE NUMBER**

You represent that you are the account holder for the mobile telephone number(s) you provide and that you are at least 18 years old. If your phone number changes, you must notify Company immediately. You agree to defend, indemnify and hold Company, its affiliates, subsidiaries, joint venture, third party service providers, and each of its/their respective employees, contractors, agents, officers and directors, harmless for all claims, expenses (including reasonable attorneys’ fees) and damages related to or caused in whole or in part by your failure to notify Company immediately of a change in your telephone number(s).

**DISCLAIMER OF WARRANTIES**

The Company’s SMS program, inclusive of all information conveyed, is provided to you on an “AS IS” and “AS AVAILABLE” basis, and AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. To the fullest extent permitted under applicable law, Company and Company’s third party service providers disclaim all warranties, whether express or implied, including without limitation, all warranties of title, merchantability, non-infringement and fitness for a particular purpose, and all warranties regarding security, currency, correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability. Company and Company’s third party service providers are not responsible for cellular networks or equipment performance and you release Company and such third party service providers of any liability for claims based on hardware, software, electronic, network or other communication malfunctions such as incomplete messages, delayed transmissions or any technical difficulty that may limit your ability to send or receive a message.

**DISPUTE RESOLUTION**

**TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY AGREE TO SUBMIT EXCLUSIVELY ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THESE SMS TERMS, OR ANY OTHER POLICIES OR OTHER TERMS INCORPORATED THEREIN (INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, ENFORCEABILITY, VALIDITY, OR RIGHTS UNDER ANY OF ANY OF THE FOREGOING) (EACH, A “DISPUTE”) FOR RESOLUTION BY CONFIDENTIAL, INDIVIDUAL, BINDING ARBITRATION, EXCEPT THAT YOU OR COMPANY MAY ASSERT CLAIMS IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS IF THE CLAIMS QUALIFY.**

**THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION USING ITS CONSUMER ARBITRATION RULES. NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE COURTS LOCATED IN [JURISDICTION] IN ORDER TO PROTECT ITS RIGHTS PENDING AN OUTCOME IN ARBITRATION.**

**TO HELP RESOLVE ANY ISSUES BETWEEN YOU AND COMPANY PROMPTLY AND DIRECTLY, YOU AND COMPANY AGREE TO BEGIN ANY ARBITRATION WITHIN ONE YEAR AFTER A DISPUTE ARISES; OTHERWISE, ANY CLAIM ASSOCIATED WITH THE DISPUTE IS WAIVED.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE A DISPUTE AS A CLASS ACTION; AND YOU AND COMPANY ALSO EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED; 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 PROVISIONS OF THESE SMS TERMS AS A COURT WOULD. THE ARBITRATOR’S DECISION WILL BE CONCLUSIVE AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.**

**THE PARTIES AGREE THAT THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, PROVINCIAL OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THESE SMS TERMS TO ARBITRATE, INCLUDING ANY CLAIM THAT ALL OR ANY PART OF THESE SMS TERMS TO ARBITRATE IS VOID OR VOIDABLE. THE ARBITRATOR SHALL ALSO BE RESPONSIBLE FOR DETERMINING ALL THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATING TO WHETHER THE TERMS ARE UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION, INCLUDING WAIVER, DELAY, LACHES OR ESTOPPEL. THE ARBITRATION WILL BE HELD IN [JURISDICTION]. IF YOU INFORM COMPANY THAT THIS LOCATION IS NOT CONVENIENT FOR YOU, COMPANY WILL WORK WITH YOU TO DETERMINE A MUTUALLY CONVENIENT LOCATION OR ARRANGE FOR REMOTE RESOLUTION. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR.**

**DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. IN THE EVENT THAT ARBITRATION IS NOT PERMITTED BY APPLICABLE LAW, THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE WILL BE BROUGHT AND HEARD SOLELY AND EXCLUSIVELY IN THE FEDERAL, STATE, OR PROVINCIAL COURTS OF COMPETENT JURISDICTION LOCATED IN [JURISDICTION]. THE PARTIES WAIVE ANY PLEA OR DEFENSE THAT SUCH COURTS ARE NOT THE APPROPRIATE VENUE OR THAT THEY ARE NOT SUBJECT TO PERSONAL JURISDICTION OF SUCH COURTS.**

**IF YOU INITIATE THE ARBITRATION, YOUR ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH IN THE AAA CONSUMER RULES. THE ARBITRATOR’S COMPENSATION WILL BE SPLIT EQUALLY BETWEEN THE PARTIES, UNLESS COMPANY VOLUNTARILY AGREES TO PAY YOUR COSTS.**

**IN THE EVENT THAT ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS HELD INVALID OR UNENFORCEABLE, ALL OTHER TERMS WITHIN THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT.**

**If you are unsure about what this Dispute Resolution section means, including your obligation to arbitrate on an individual basis, please speak to an attorney.**

**GOVERNING LAW**

These SMS Terms are governed by the laws of [jurisdiction] without regard to its conflict of law principles.

**CHANGES TO SMS TERMS**

Company reserves the right to update these SMS Terms at any time without prior notice to you. By continuing to be enrolled in any text messaging program, or by providing your cell phone number for transactional or informational text messages, you will be deemed to consent to any changes.

**SEVERABILITY**

If any of these SMS Terms are to any extent illegal, otherwise invalid, or incapable of being enforced, such term or terms shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.