## Network for Good Terms & Conditions – Mobile Texting

Last Updated: February 9, 2021

If you choose to opt-in to receive text messages from Network for Good, you agree to abide by the following mobile texting terms and conditions. These mobile texting terms and conditions are subject to change from time to time, in Network for Good's sole discretion.

- 1. By opting-in to receive text messages from Network for Good, you agree that you have provided the appropriate consent required to receive the type of text message requested and understand that such text messages may be sent via an automatic telephone dialing system to the phone number that you provided.
- 2. In order to receive text messages from Network for Good, your phone must be capable of transmitting text messages and supported by an accepted Network for Good mobile phone carrier. The following is a list of currently accepted mobile phone carriers: Verizon Wireless, AT&T Mobility, T-Mobile US and US Cellular.
- 3. You represent that you are the subscriber for or authorized user of the phone number that you provided in opting-in to receive text messages from Network for Good and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier. You agree to promptly notify Network for Good at <a href="mailto:support@networkforgood.com">support@networkforgood.com</a> if service for any phone number provided by you is cancelled or if your phone number changes, so that Network for Good may update its records.
- 4. You may choose to opt-out of receiving text messages from Network for Good at any time. You can stop receiving text messages at any time by replying with "STOP" from your mobile device. Other than a single text confirming Your opt-out request, You will not receive any additional messages. You may also opt-out by texting "QUIT," "END," "CANCEL," "UNSUBSCRIBE," or "STOP ALL" to any text message you received.
- 5. Network for Good does not guarantee the timeliness, accuracy, completeness or receipt of text messages transmitted through its mobile texting. Text messages are transmitted by telecommunications service providers over whom Network for Good has not control.
- 6. ALL MOBILE TEXTING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, AVAILABILITY, QUALITY OF SERVICE OR FITNESS FOR A PARTICULAR PURPOSE. NETWORK FOR GOOD MAKES NO WARRANTY THAT MOBILE TEXTING WILL BE UNINTERRUPTED, ERROR FREE, ACCURATE OR COMPLETE. YOU FURTHER AGREE THAT ALL USE OF THE SERVICE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, NETWORK FOR GOOD DOES NOT MAKE ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS. YOU HAVE THE

## SOLE RESPONSIBILITY TO SECURE YOUR COMMUNICATIONS.

- 7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NETWORK FOR GOOD AND/OR ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, AND SUPPLIERS ("NETWORK FOR GOOD RELATED PARTIES"), SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, COSTS, EXPENSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THESE TERMS AND CONDITIONS OR YOUR RELATIONSHIP WITH NETWORK FOR GOOD, REGARDLESS OF THE TYPE OR BASIS OF THE CLAIM. IN NO EVENT WILL NETWORK FOR GOOD OR THE NETWORK FOR GOOD RELATED PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE USE OF OR INABILITY TO USE MOBILE TEXTING.
- 8. In the event that there is a dispute between you and Network for Good, or between you and any third-party service provider acting on Network for Good's behalf, arising out of any matter, including the determination of the scope or applicability of this agreement to arbitrate, such dispute will be determined by arbitration in Washington, D.C. before one arbitrator. The arbitration will be administered by the American Arbitration Association. The arbitrator will apply the substantive law of the District of Columbia, exclusive of choice of law rules. To the fullest extent permitted by law, each of the parties agrees that any proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury. The arbitrator will deliver a reasoned written decision with respect to the dispute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §§, et seq.
- 9. As part of the provision of the mobile texting, we may receive certain information from you including your mobile phone number, the name of your mobile carrier, and the date, time, and content of your messages or any other information you provide to us using mobile texting. For information regarding the collection, use and retention of your information by Network for Good, click here to view our Privacy Policy.
- 10. Network for Good reserves the right, in its sole discretion, to suspend or terminate mobile texting at any time, in whole or in part, for any reason, with or without notice to you.
- 11. These mobile texting terms and conditions, along with any Network for Good policies that apply to texting and the Network for Good services, including but not limited to Network for Good's <u>Terms & Conditions</u>, <u>Privacy Policy</u> and, where applicable <u>Services</u>

- <u>Agreement</u>, constitute the entire agreement between you and Network for Good regarding mobile texting and supersede any prior agreement, discussions, proposals or written statement. If any part of these mobile texting terms and conditions is held invalid or unenforceable, the remaining portions shall remain in full force and effect.
- 12. These mobile texting terms and conditions and Network for Good's relationship with you regarding mobile texting are governed by the laws of the District of Columbia, without regard to its conflicts of law principles and venue for any suit or dispute regarding these mobile texting program terms and conditions shall be brought in the Washington, D.C.
- 13. Should you have any questions regarding the mobile texts, you should reply to a text with "HELP" or email support@networkforgood.com.