

IMPORTANT NOTES ABOUT THIS TEMPLATE

This sample template (“Template”) relates solely to the use of the SMS Services, or to data collection and use of personal information gathered through the SMS Services, and is for informational purposes only. This Template does not constitute in any way advertising or a solicitation of legal services or legal advice. By using the Template, you acknowledge and agree to this legal disclaimer. You agree that you have read the Template with care and will modify, delete and/or add information as necessary to ensure the Template accurately reflects your business practices. You are encouraged to consult independent legal advice before relying on this Template, and to make sure that you comply with all applicable laws. In addition, your use of, access to or transmission of materials and information provided by Constant Contact or any of the links contained herein is not intended to create, and receipt thereof does not constitute formation of, an attorney-client relationship between Constant Contact, Inc. or any of its affiliates, and you. The Template may not reflect the most current legal developments; accordingly, the Template is not promised or guaranteed to be compliant with law, correct or complete. As privacy and other applicable laws are constantly evolving, you should regularly review your terms of service and privacy policy to ensure that they are compliant with updated laws and regulations and that they accurately reflect your current business practices.

TEMPLATE MOBILE MESSAGING TERMS AND CONDITIONS

Last updated: [insert date]

[Insert full legal Company name] (“[insert Company name]”, “we”, or “us”) operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms and Conditions (these “Mobile Messaging Terms”). The Program and our collection and use of your personal information is also subject to our Privacy Policy [insert link to your privacy policy] [and our [insert name of general terms of use agreement] [insert link if applicable]]. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy [and our [insert name of general terms of use agreement]].

- 1. Program Description:** We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our products and services and may include [promotions, specials, other marketing offers, and abandoned checkout reminders]. Transactional messages relate to an existing or ongoing transaction and may include [order notifications and updates, appointment reminders, and other transaction-related information]. Mobile messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary [but will not exceed x messages per x]. You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes, except in connection with marketing purposes. We do not charge for mobile messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as

standard data and message rates may apply for short message service and multimedia message alerts.

2. **User Opt-In:** By providing your mobile phone number to us, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at [insert email or other contact method]. Your participation in the Program does not require that you make any purchase from us and your participation in the Program is completely voluntary.
3. **User Opt-Out and Support:** You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply **STOP**, **QUIT**, **CANCEL**, **OPT-OUT**, and/or **UNSUBSCRIBE** to the mobile number the message is sent from. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. If you want to join the Program again, just sign up as you did the first time, and we will start sending messages to you again. For support, reply **HELP** to any mobile message from us.

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. **Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.
5. **Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.