

Terms of Service

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

MEND-Meet Each Need with Dignity (hereinafter, “We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (hereinafter “Terms”) and Privacy Policy (the Terms and Privacy Policy are referred to collectively as the “Agreement”). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy(ies) that may govern the relationship between you and **MEND-Meet Each Need with Dignity** in other contexts.

User Opt In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive recurring automated promotional and personalized marketing text messages (e.g., SMS and MMS) from **MEND-Meet Each Need with Dignity**, including text messages that may be sent using an automatic telephone dialing system, to the phone number associated with your opt-in. Consent to receive automated marketing text messages is not a condition of any purchase. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). **Message and data rates may apply.** Message frequency will vary. **MEND-Meet Each Need with Dignity** reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. **MEND-Meet Each Need with Dignity** also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. **MEND-Meet Each Need with Dignity**, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

We are able to deliver messages to the following mobile phone carriers:

<https://simpletexting.com/what-carriers-can-simpletexting-reach/>.

User Opt Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP to any mobile message from **MEND-Meet Each Need with Dignity** in order to opt out of the Program. After texting STOP, you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword command and agree that **MEND-Meet Each Need with Dignity** and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from **MEND-Meet Each Need with Dignity** through any other programs you have joined until you separately unsubscribe from those programs.

MEND-Meet Each Need with Dignity: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out

process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, **if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number.** This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD MEND-Meet Each Need with Dignity HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning special events, activities and regular programming organized and/or hosted by **MEND-Meet Each Need with Dignity.**

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us. You agree that you are solely responsible for all message and data charges that apply to mobile messages. All such charges are billed by and payable to your mobile service provider.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at information@mendpoverty.org. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS Fallback Messages if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are

between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); an
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and **MEND-Meet Each Need with Dignity**, or between you and SimpleTexting LLC ("SimpleTexting") or any other third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in **Pacoima, California** before one arbitrator. The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which **MEND-Meet Each Need with Dignity's** principal place of business is located, without regard to its conflict of laws. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys' fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute

resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your Agreement to participate in any of our Programs.

You understand and agree that, by agreeing to these Terms, you MEND-Meet Each Need with Dignity are each waiving the right to a trial by jury or to participate in a class action and that these Terms shall be subject to and governed by the Federal Arbitration Act.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.

Privacy Policy

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The California Consumer Privacy Act (“CCPA”) and California Civil Code Section 1798.83 permits Users of the Program that are California consumers or residents to request certain information regarding our disclosure of the information you provide through the Program to third parties for their direct marketing purposes.

To make such a request, please contact us at the following address:

MEND-Meet Each Need with Dignity

10641 San Fernando Road, Pacoima, CA 91331

information@mendpoverty.org

This Privacy Policy is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and **MEND-Meet Each Need with Dignity** in other contexts.