SMS TERMS OF SERVICE

Your use of the The Bears of South Florida Inc ("The Bears of South Florida Inc", "we", or "us") services to receive short message services and/or multi-media services ("Messages") for marketing and non-marketing purposes from us through the Constant Contact, Inc. platform (the "SMS Services") is subject to these SMS Terms of Service (these "SMS Terms"). The SMS Services and our collection and use of your personal information is also subject to our SMS Privacy Policy. By enrolling to use, using or accessing the SMS Services, you accept and agree to these SMS Terms and our SMS Privacy Policy.

* **SMS Services Description:** We may send marketing and non-marketing Messages, through the SMS Services which may include transactional Messages. Marketing Messages advertise and promote our products and services and may include promotions, specials, other marketing offers, abandoned checkout reminders and other relevant information. Transactional Messages relate to an existing or ongoing transaction and may include updates and other transaction-related information. Messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary. You agree that we and our third-party service providers may send you Messages regarding the foregoing topics and that such Messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for Messages sent through the SMS Services 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 alerts. We do not share text message opt-in consents or related mobile telephone numbers with third parties, except with our service providers and vendors to provide our SMS Services.

* **Eligibility:** To receive SMS Services, you must be a resident of the United States and 18 years of age or older.

* **User Opt-In:** By providing your mobile phone number to us, you are voluntarily opting in to the SMS Services and you agree to receive recurring 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 represent that any mobile phone number you provide to us is a valid mobile phone number of which you are the valid account owner or authorized user. If you

change your mobile phone number or are no longer the valid account owner or authorized user of the mobile phone number, you are responsible for notifying us immediately at exec@bosfl.org. You agree to indemnify us in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us if you change your mobile phone number including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act. Your use of the SMS Services is not required to make any purchase from us and your use of the SMS Services is completely voluntary.

* **User Opt-Out and Support:** You may opt-out of the SMS Services at any time. If you wish to opt-out of the SMS Services and stop receiving Messages from us, or you no longer agree to these SMS Terms, reply **STOP**, **QUIT**, **CANCEL**, **OPT-OUT**, or **UNSUBSCRIBE** to any Message from us. You may continue to receive 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 use the SMS Services again, just opt-in as you did the first time, or text START to a Message sent by us, and we will start sending Messages to you again. For support, reply **HELP** to any Message from us.

The SMS Services 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 SMS Terms. We may also change the telephone number or short code we use to operate the SMS Services 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.

* **Disclaimer of Warranty and Liability:** The SMS Services are 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 Message or information sent through the SMS Services. To the fullest extent permissible pursuant to applicable law, we are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney’s fees.

* **Modifications:** We may revise, modify, amend, suspend or cancel all or any part of the SMS Services or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these SMS Terms at any time. Any such modification will take effect when it is posted to our website or websites associated with the SMS Services. You agree to review these SMS Terms periodically to ensure that you are aware of any modifications. Your continued use of the SMS Services will constitute your acceptance of those modifications or changes.