



March 25, 2024

## **Mobile Texting Program Terms & Conditions**

### **IRIO Mobile Texting Programs Overview**

IRIO provides texting platform services which allow businesses and organizations to connect with you. By texting a keyword to IRIO's mobile texting platform service at "75225", and/or associated 10DLC numbers, you opt-in and can receive requested information from a participating business or organization associated with that keyword. You may also opt-in to receive additional text messages from a participating business or organization by opting-in to a texting program associated with that participating business or organization and facilitated by IRIO's texting platform ("Mobile Texting Program(s)").

### **Consent to Receipt of Electronic Information and E-Sign:**

Notwithstanding anything herein to the contrary, you understand that applicable law may require Us to provide certain information to you in writing in connection with any consent to receive advertising and telemarketing telephone calls and text messages. By opting-in to a mobile texting program involving the provision of advertising and/or telemarketing messages, you authorize Us to provide this information to you electronically instead of in a separate paper document. You understand that you may withdraw this consent, update your information, or request a free paper copy of the information by emailing [support@irio.com](mailto:support@irio.com). You understand that to access and retain a copy of this webpage, you will need: (i) a device (such as a computer or mobile phone) with a web browser and Internet access; and (ii) available storage space on that device to download a copy of this webpage of a connected printer to print a copy of this webpage.

### **Terms and Conditions of Use:**

If you choose to opt-in to a Mobile Texting Program, you agree to abide by the following mobile texting program terms and conditions ("Mobile Texting Program Terms and Conditions"). These Mobile Texting Program Terms and Conditions are subject to change from time to time, in IRIO's sole discretion. For the most updated version of the Mobile Texting Terms and Conditions, please visit [www.irio.com](http://www.irio.com)

1. By opting-in to receive text messages from IRIO, you agree that you have provided the appropriate consent required to receive the type of text message requested and understand that such text messages will be sent via an autodialer to the wireless phone number that you used to text a keyword to "47464", "88418", "75225", and/or associated 10DLC numbers that you otherwise provided.

2. In order to receive text messages from IRIO, your phone must be capable of transmitting text messages and supported by an accepted IRIO mobile phone carrier. The current list of accepted IRIO mobile phone carriers is listed here.

3. You represent that you are the subscriber for or authorized user of the wireless number that you provided in opting-in to receive text messages from IRIO and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier. You agree to promptly notify IRIO at support@irio.com if service for any wireless number provided by you is cancelled or if your wireless number changes, so that IRIO may update its records.

4. You may choose to opt-out of receiving text messages from IRIO at any time. You can stop receiving text messages at any time by texting "STOP" to "47464", "88418", "75225", and/or associated 10DLC numbers from your mobile device. You will not receive any additional messages. You may also opt-out by texting "QUIT", "END", "CANCEL", "REVOKE", "OPT OUT", "UNSUBSCRIBE", or "STOP ALL" to any text message you received or to "75225, and/or any associated 10DLC numbers.

5. IRIO does not guarantee the timeliness, accuracy, completeness or receipt of text messages transmitted through its Mobile Texting Programs. Text messages are transmitted by telecommunications service providers over whom IRIO has no control.

6. ALL MOBILE TEXTING PROGRAMS ARE 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. IRIO MAKES NO WARRANTY THAT THE MOBILE TEXTING PROGRAMS 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, IRIO 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 IRIO AND/OR ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, AND SUPPLIERS ("IRIO 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 IRIO, REGARDLESS OF THE TYPE OR BASIS OF THE CLAIM. IN NO EVENT, WILL IRIO OR THE IRIO RELATED PARTIES BY LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE MOBILE TEXTING PROGRAMS.

8. In the event that there is a dispute between you and IRIO, between you and any third-party service provider acting on IRIO's behalf relating to an IRIO Mobile Texting Program, or between you and any customer of IRIO relating to an IRIO Mobile Texting Platform, 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 Texas before one arbitrator. The arbitration will be administered by the American Arbitration Association. The arbitrator will apply the substantive law of the State of Texas, exclusive of its 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. §§ 1, et seq.

9. As part of the provision of the Mobile Texting Programs, 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 the Mobile Texting Programs. For information regarding the collection, use and retention of your information by IRIO, click here to view our Privacy Policy.

10. IRIO reserves the right, in its sole discretion, to suspend or terminate any Mobile Texting Program at any time, in whole or in part, for any reason, with or without notice to you.

11. These Mobile Texting Program Terms and Conditions, along with any IRIO policies that apply to these programs, including but not limited to IRIO's Terms of Use and Privacy Policy, constitute the entire agreement between you and IRIO regarding the Mobile Texting Program Terms and Conditions and supersede any prior agreement, discussions, proposals, or written statements. If any part of these Mobile Texting Program Terms and Conditions is held invalid or unenforceable, the remaining portions shall remain in full force and effect.

12. These Mobile Texting Program Terms and Conditions and IRIO's relationship with you regarding the Mobile Texting Programs are governed by the laws of the State of Texas, 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 Dallas, Texas.

13. Should you have any questions regarding the Mobile Texting Programs, you may text "HELP" to "47464", "88418", "75225", and/or associated 10DLC numbers or email [support@IRIO.com](mailto:support@IRIO.com).