



Last Updated: November 15, 2018

Mobile Texting Program Terms & Conditions

Mobile Texting Program Overview, Opt-In and Disclosures

IRIO provides texting platform services that businesses and organizations use to connect with you. When you initiate contact with a participating business or organization by texting a keyword to the IRIO texting platform at “47464” or providing your mobile phone number to a participating business or organization, and respond to a text message from the platform (other than with “stop” or “help”) or otherwise consent to receive messages via text from that participating business or organization, you opt-in to the business or organization’s mobile texting program using the IRIO platform (“Mobile Texting Program”, collectively the “Mobile Texting Programs”).

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU UNDERSTAND THAT APPLICABLE LAW MAY REQUIRE IRIO AND/OR THE PARTICIPATING BUSINESS OR ORGANIZATION 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 IRIO AND THE PARTICIPATING BUSINESS OR ORGANIZATION TO PROVIDE THIS INFORMATION TO YOU ELECTRONICALLY INSTEAD OF IN A SEPARATE PAPER DOCUMENT. YOU UNDERSTAND THAT YOU MAY WITHDRAW THIS CONSENT OR REQUEST A FREE PAPER COPY OF THE INFORMATION BY EMAILING HELP@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 OR A CONNECTED PRINTER TO PRINT A COPY OF THIS WEBPAGE.

BY OPTING-IN TO A MOBILE TEXTING PROGRAM FOR THE RECEIPT OF ADVERTISING AND/OR TELEMARKETING MESSAGES, YOU GIVE YOUR SIGNATURE AUTHORIZING THE PARTICIPATING BUSINESS OR ORGANIZATION (AND IRIO TO THE EXTENT THE PARTICIPATING BUSINESS OR ORGANIZATION IS USING THE IRIO PLATFORM), TO MAKE TELEPHONE CALLS AND SEND TEXT MESSAGES TO THE TELEPHONE NUMBER(S) YOU HAVE PROVIDED AND/OR USED TO OPT-IN, WITH INFORMATION AND NOTIFICATIONS ABOUT THE PARTICIPATING BUSINESS OR ORGANIZATION AND ADVERTISING AND TELEMARKETING MESSAGES AND ASSOCIATED OFFERS. YOU AGREE THAT SUCH MESSAGES MAY BE PLACED WITH AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR AN ARTIFICIAL OR PRERECORDED VOICE. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO SIGN OR ENTER INTO THIS AGREEMENT AS A CONDITION OF PURCHASING ANY GOODS OR SERVICES.

Terms and Conditions of Use

By opting-in to a participating business or organization’s Mobile Texting Program, you agree to abide by these mobile texting program terms and conditions, including the foregoing opt-in and disclosures

(together, the “Mobile Texting Program Terms and Conditions”), which apply to all Mobile Texting Programs run by the participating business or organization and govern your relationship with both the participating business or organization as the Mobile Texting Program provider and texting party, and IRIO as the texting platform provider. Please read these Mobile Texting Program Terms and Conditions carefully before choosing to opt-in to a participating business or organization’s Mobile Texting Program. Along with these Mobile Texting Program Terms and Condition, please read the [IRIO Privacy Policy](#), which is hereby incorporated and made part of these Terms. You should also make sure to view the Privacy Policy of the participating business or organization providing the Mobile Texting Program.

BY OPTING-IN TO A PARTICIPATING BUSINESS OR ORGANIZATION’S MOBILE TEXTING PROGRAM, YOU ACCEPT AND CONSENT TO ALL OF THESE MOBILE TEXTING PROGRAM TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, THE IRIO PRIVACY POLICY OR THE PRIVACY POLICY OF A PARTICIPATING BUSINESS OR ORGANIZATION, PLEASE DO NOT OPT-IN TO THE MOBILE TEXTING PROGRAM.

IRIO and the participating business or organization reserve the right, at their sole discretion, to modify or replace these Mobile Texting Program Terms and Conditions at any time. If material changes to the Mobile Texting Program Terms and Conditions are made, the updated Mobile Texting Program Terms and Conditions will be available here www.irio.com and/or notice of the changed Mobile Texting Program Terms and Conditions may be sent to you via text.

1. By opting-in to receive text messages from a participating business or organization, 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 autodialer to the wireless phone number that you used to text a keyword to “47464” or that you otherwise provided.
2. In order to receive text messages from a participating business or organization, your phone must be capable of transmitting text messages and supported by a mobile phone carrier connected with the IRIO texting platform. The current list of accepted mobile phone carriers is listed [here](#).
3. You represent that you are the subscriber for or customary user of the wireless number that you provided in opting-in to receive text messages from a participating business or organization and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier. You agree to promptly notify the participating business or organization and IRIO by emailing HELP@IRIO.COM if service for any wireless number provided by you is cancelled or if your wireless number changes, so that the participating business or organization may update its records.
4. You may choose to opt-out of receiving text messages from the participating business or organization at any time. You can stop receiving text messages at any time by texting “STOP” from your mobile device to “47464” or in response to any text message received from the IRIO platform. You will not receive any additional messages. You may also opt-out by texting “QUIT”, “END”, “CANCEL”, “UNSUBSCRIBE”, or “STOP ALL” in response to any text message you received from the IRIO platform or to “47464”.
5. There is no guarantee of the timeliness, accuracy, completeness or receipt of text messages transmitted through a participating business or organizations’ Mobile Texting Programs. Text

messages are transmitted by telecommunications service providers over which IRIO and the participating business or organization have 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. NEITHER IRIO NOR THE PARTICIPATING BUSINESS OR ORGANIZATION WARRANT THAT THE MOBILE TEXTING PROGRAMS WILL BE UNINTERRUPTED, ERROR FREE, ACCURATE OR COMPLETE. YOU AGREE THAT ALL USE OF THE SERVICE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, NEITHER IRIO NOR THE PARTICIPATING BUSINESS OR ORGANIZATION MAKES 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, THE PARTICIPATING BUSINESS OR ORGANIZATION AND THEIR RESPECTIVE AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, AND SUPPLIERS (“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 OR THE PARTICIPATING BUSINESS OR ORGANIZATION, REGARDLESS OF THE TYPE OR BASIS OF THE CLAIM. IN NO EVENT, WILL IRIO, THE PARTICIPATING BUSINESS OR ORGANIZATION, OR THEIR RESPECTIVE RELATED PARTIES BE 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. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION RELATED TO A MOBILE TEXTING PROGRAM OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.
8. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, IRIO, THE PARTICIPATING BUSINESS OR ORGANIZATION, AND THEIR RESPECTIVE RELATED PARTIES, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS’ FEES, ARISING FROM OR RELATING TO: (A) YOUR PARTICIPATION IN A MOBILE TEXTING PROGRAM; (B) YOUR BREACH OF THESE TERMS; (C) YOUR VIOLATION OF THE LAW OR ANY THIRD-PARTY RIGHT; OR (D) ANY ACTIVITY OTHERWISE RELATED TO YOUR PARTICIPATION IN A MOBILE TEXTING PROGRAM (INCLUDING YOUR NEGLIGENT OR WRONGFUL CONDUCT).
9. In the event that there is a dispute between you and IRIO, between you and any third-party service provider associated with the IRIO texting platform or a Mobile Texting Program, or between you and any participating business or organization associated with the IRIO texting platform or a Mobile Texting Program, 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.

10. IRIO and the participating business or organization reserves the right, in their 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, together with the IRIO Privacy Policy, each as may be amended from time to time, constitute the entire agreement between you, IRIO and the participating business or organization regarding the Mobile Texting Programs. Neither the course of conduct between us nor trade practice shall act to modify these Mobile Texting Program Terms and Conditions. If any provision of these Mobile Texting Program Terms and Conditions is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from these Mobile Texting Program Terms and Conditions and the remaining provisions will continue with full force and effect. No failure to exercise, and no delay in exercising, on the part of either party, any right or power under these Mobile Texting Program Terms and Conditions will act as a waiver thereof, nor will a single or partial exercise of any right or power under these Mobile Texting Program Terms and Conditions preclude further exercise of that or any other right under these Mobile Texting Program Terms and Conditions. The Mobile Texting Program Terms and Conditions, and any rights granted hereunder, may not be delegated, transferred or assigned by you, but may be assigned by IRIO or the participating business or organization without restriction. Any purported delegation, transfer or assignment by you shall be null and void.
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 dispute regarding these Mobile Texting Program Terms and Conditions shall be brought in Dallas, Texas.
13. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that IRIO and/or a participating business or organization provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing.
14. Should you have any questions regarding the Mobile Texting Programs, you may text "HELP" to "47464", email help@IRIO.com or contact directly the participating business or organization running the Mobile Texting Program.