

## Hotwire Communications Text Message Terms & Conditions

### Acceptance by You

By using the Text Message Service provided by Hotwire Communications (“Hotwire”), you have agreed to be bound by these terms and conditions (this “Agreement”). If you do not agree with this Agreement, you must immediately cease using the Text Message Service and opt-out, as described below. We may update or amend this Agreement, at any time, and such amendments will be effective upon posting of the updated Agreement at <https://gethotwired.com/terms> (the “Website”). We may also elect to send you a text message, to your mobile number, to advise you of such amendments. You may review this Agreement, and any amendments hereto, at any time, by accessing the Website. If you do not agree to the Agreement, as amended, you must immediately cease using the Text Message Service and opt-out, as described herein. Your continued access or use of the Text Message Service, after such posting, constitutes your express consent to be bound by the Agreement, as amended.

### Definitions

- “Text Message Service” includes any arrangement or situation in which Hotwire, its employees, consultants, advisors, agents, or other representative sends (or indicates that it may send or receives a request that it send) one or more text messages. You may review a partial list of covered Text Message Services.
- “Opting In,” “Opt In” and “Opt-In” refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages.
- “Hotwire” means Hotwire Communications and its affiliates and subsidiaries.
- “You” and “your” mean the person who signs up, to participate in, or uses, in any way, Hotwire’s Text Messaging Service.

### Opting In

By Opting In to the Text Message Service:

- You consent to receive automated messages and authorize Hotwire to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number provided by you to Hotwire, or, if none, the number from which you send the Opt-In, or, if none, the number on file for the account associated with your Opt-In), to update you regarding any account-related issues. You do not have to Opt In or agree to Opt In, as a condition of receiving text updates on your account.
- You are signing your express written consent to Opt-In to the Text Message Service.
- You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
- You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, text STOP at any time to the number from which you received a message. To update our records with your contact information, please call (800) 3555668. To view and retain an electronic copy of these Terms & Conditions, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you’ll also need an email account you can access from the device, along with a browser or other software that can display the emails. These Terms & Conditions will still apply if you withdraw the consent mentioned above or opt out of the Text Message Service.

- After Opting In, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In.

### **About the Text Message Services and Opting Out**

Message and data rates may apply. Unless otherwise noted, Text Message Services may send multiple, recurring messages. Hotwire may terminate any Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Terms & Conditions will still apply. You can opt out by texting STOP at any time to the number from which you received a message. Your opt-out request may generate either a confirmation text or a texted request to clarify the Text Message Service to which it applies (if you have more than one). To complete your opt-out, please provide the requested clarification.

You consent to the handling of your information, as described in the Hotwire Privacy Policy. To contact Hotwire customer service, call (800) 355-5668. You must be 18 years of age or older.

### **Disputes/Arbitration**

You acknowledge and agree to arbitrate any disputes arising under and related to this Agreement and/or the Text Message Service. This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and Hotwire hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and Hotwire agree otherwise in writing, arbitration shall be administered by the American Arbitration Association's Consumer Arbitration Rules in effect at the time of filing of the arbitration (the "AAA's Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement, and can award damages and relief (including any attorneys' fees) authorized by law and/or the AAA's Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HOTWIRE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND HOTWIRE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND HOTWIRE AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and Hotwire are each responsible for their respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. The AAA's Rules regarding costs and payment apply. Unless you and Hotwire agree otherwise in writing, the arbitration will take place in the county of your home address.

Notwithstanding the foregoing, either party may bring an individual action in a small claims court for disputes or claims within the scope of such court's jurisdiction. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Hotwire on your behalf.

### **Disclaimer of Warranties**

TO THE EXTENT PERMITTED BY LAW, HOTWIRE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, APPLICATIONS, OR CONTENT THAT YOU RECEIVE FROM HOTWIRE, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THIS SERVICE, OFFERED TO THE PUBLIC, BY HOTWIRE, COULD INCLUDE INACCURACIES, OTHER ERRORS, OR MAY NOT FUNCTION IN THE MANNER YOU ANTICIPATED. FURTHERMORE, HOTWIRE IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. HOTWIRE DOES NOT PROMISE ERROR-FREE SERVICE. HOTWIRE WILL

NOT BE LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY SMS MESSAGES, AS DELIVERY IS SUBJECT TO THE EFFECTIVE TRANSMISSION FROM YOUR NETWORK OPERATOR.

**Limitation of Liability**

Hotwire is not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special, indirect, or consequential damages (such as lost profits or lost business opportunities), punitive damages, or attorney's fees.

**Applicable Law**

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF FLORIDA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS & CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST HOTWIRE ARISING OUT OF OR RELATING IN ANY WAY TO ANY HOTWIRE TEXT MESSAGE SERVICE.

**Partial List of Hotwire Text Message Services**

- Welcome to Fision direct
- Appointment Reminders
- Tech Tracking