

SMS Terms of use

AHP TEXT MESSAGING TERMS OF USE

By "Opting In" to or using a "Text Message Service" (as defined below) from Advocates for Human Potential, Inc. (AHP) you accept these Terms & Conditions. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.

This agreement is between you and AHP or one of its affiliates. All references to "AHP," "we," "our," or "us" refer to Advocates for Human Potential, Inc., 490 B Boston Post Road, Sudbury, MA 01776.

DEFINITIONS

"Opting In," "Opt In," and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages.

"Text Message Service" includes any arrangement or situation in which we send one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, or successor protocols or technologies).

"Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with AHP.

CONSENTING TO TEXT MESSAGING

By consenting to receive text messages from us, you agreed to these Text Messaging Terms and Conditions, as well as our [Privacy Policy](#) incorporated herein by reference.

You must be at least 18 years old (or the age of majority in your jurisdiction) to use this Text Message Service. By using this Text Message Service, you confirm you are at least 18 years old. AHP does not collect information from individuals under 18. If you believe your child has provided information or used this service without consent, contact us at dataprivacy@ahpnet.com. If AHP learns a user is under 18, we will terminate access and delete related data as required by law.

E-SIGN DISCLOSURE

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

AHP TEXT MESSAGE SERVICE PRIVACY POLICY

We respect your privacy. We only use information you provide through this service to transmit your mobile messages and respond to you. This includes, but isn't limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Nonetheless, we reserve the right always to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. This Text Message Service Privacy Policy applies to your use of the Text Message Service and isn't intended to modify our general "[Privacy Policy](#)", incorporated by reference above, which may govern the relationship between you and us in other contexts.

COSTS OF TEXT MESSAGES

We do not charge you for the messages you send and receive via this text message service. But message and data rates may apply depending on your plan with your wireless or other applicable provider, so you may be charged by your carrier or other applicable provider.

FREQUENCY OF TEXT MESSAGES

This Text Messaging Service is for conversational person-to-person communication between you and our employees. We may send you an initial message providing details about the service. After that, the number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

OPTING OUT OF TEXT MESSAGES

If you no longer want to receive text messages, you may reply to any text message with STOP. As a person-to-person communication service, opt-out requests are specific

to each conversation between you and one of our employees and their associated phone number. After unsubscribing, we may send you confirmation of your opt-out via text message.

ACCEPTABLE USE

You agree not to use the Text Message Service to:

- Send spam, unsolicited messages, or automated messages
- Harass, abuse, threaten, or intimidate AHP employees or other users
- Transmit any malicious code, viruses, or attempt to compromise system security
- Violate any applicable federal, state, or local laws or regulations
- Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity

AHP reserves the right to terminate your access to the Text Message Service immediately for any violation of these acceptable use provisions.

LIMITATION OF LIABILITY

The text message service is provided "as is" and "as available" without warranties of any kind. AHP is not responsible for unauthorized access to your messages or device. You are responsible for safeguarding your mobile device and account credentials. AHP disclaims liability for message delivery failures due to carrier or technical issues.

AHP shall not be liable for any delays, failures, or errors in text message delivery, which is subject to your network operator and device compatibility. AHP is not responsible for message content, accuracy, or any decisions made in reliance on text messages.

In no event shall AHP be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, data loss, or service interruptions. Subject to applicable law, AHP's total liability for any claims arising out of or related to the Text Message Service shall not exceed fifty dollars (\$50.00).

SERVICE MODIFICATION AND TERMINATION

AHP reserves the right to modify, suspend, or terminate the Text Message Service, in whole or in part, at any time with or without notice for any reason, including but not limited to technical difficulties, changes in business operations, legal or regulatory

requirements, or maintenance needs. AHP shall not be liable to you or any third party for any modification, suspension, or termination of the Text Message Service.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AHP and its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your use or misuse of the Text Message Service
- Your violation of these Terms
- Your violation of any rights of another party
- Your violation of any applicable laws or regulations

MODIFICATIONS TO THESE TERMS

AHP reserves the right to modify these Terms at any time in its sole discretion. We will provide notice of material changes by sending a text message to your mobile phone number or by posting the updated Terms on our website at www.ahpnet.com. Your continued use of the Text Message Service after such notice constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Text Message Service and opt out as described above.

GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Any legal action or proceeding arising under these Terms (except those subject to arbitration as provided below) shall be brought exclusively in the federal or state courts located in Middlesex County, Massachusetts, and you hereby consent to personal jurisdiction and venue therein.

BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

You and AHP agree that any dispute arising from these Terms or the Text Message Service will be settled by binding arbitration under the American Arbitration Association (AAA) rules (available at www.adr.org), except for disputes involving intellectual property rights. You waive your right to a jury trial. Arbitration will take place in Middlesex County, Massachusetts, unless otherwise agreed. The arbitrator's decision is final and binding.

YOU AND AHP AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY, NOT AS PART OF ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate claims or preside over any class proceeding.

For claims of \$10,000 or less, AHP will pay all arbitration fees upon your request. For larger claims, fees are governed by AAA rules. AHP will not seek attorneys' fees unless your claim is determined to be frivolous.

If any part of this arbitration provision is found unenforceable, that portion shall be severed, and any remaining claims shall be arbitrated individually. Claims that must proceed as class actions shall be litigated in court and stayed pending individual arbitration outcomes.

ENTIRE AGREEMENT

These Terms, together with the referenced Privacy Policy, constitute the entire agreement between you and AHP regarding the Text Message Service and supersede all prior or contemporaneous understandings and agreements, whether written or oral, regarding the Text Message Service.

SEVERABILITY

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

CONTACT US

For support, info@ahpnet.com or call 1-978-443-0055. Support is available Monday–Friday, 9am–5pm ET