

## Terms and Conditions

**Porter County Republican Party (PCGOP)** (“We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), subject to these Mobile Messaging Terms and Conditions (the “Terms”). If you do not wish to continue participating in the program or no longer agree to these Terms, you can reply “**STOP**” to any mobile message from Us in order to opt out of the Program.

**User Opt-In:** The Program allows users to receive SMS/MMS mobile messages by users affirmatively opting into the Program, such as through online enrollment forms or by texting a keyword to any successor short code or long code to opt into the Program. Regardless of the opt-in method you utilized to join the Program, you agree that these Terms apply to your participation in the Program. The mobile messaging service used by Us to communicate with you requires human intervention for Our mobile messages to be initiated, and thus Our mobile messages are not sent to you by an automatic telephone dialing system (“ATDS” or “autodialer”). Nevertheless, by participating in the Program, **you agree to receive autodialed marketing mobile messages and you understand that consent is not required to make any purchase from Us.**

**Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning PCGOP.

**Cost and Frequency:** Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent based on your interaction with Us.

**Contact Information:** For support text “**HELP**” to any of Our mobile messages, or email [chairman@pcgop.in](mailto:chairman@pcgop.in).

**User Opt Out and Additional Commands:** To opt out (discontinue participation in Program), reply **"STOP"** to any of Our mobile messages from your mobile device. This is the easiest and preferred method to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You may also opt out by texting **"QUIT", "END", "CANCEL", "UNSUBSCRIBE", or "STOP ALL"** to any of Our mobile messages you receive, or by contacting Us via the means provided above and clearly communicating your intent to unsubscribe from the Program. For additional support, text **"HELP"** to get help.

**MMS Disclosure:** The Program will send SMS MTs if your mobile device does not support MMS messaging.

**Our Warranty:** We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

**Privacy Policy:** We respect your right to privacy. You can view our privacy policy [here](#). We will only use information you provide to transmit your mobile messages and respond to you, if necessary. **WE DO NOT SHARE, SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE TEXT PROGRAM TO ANY THIRD PARTY.** Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If in Our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, or you have opted into

the Program for an ulterior purpose, We may refuse you access to the Program and pursue any appropriate legal remedies.

This Privacy Policy is strictly limited to the Program and has no effect on any other privacy policy(ies) that may govern the relationship between you and Us in other contexts.

**Dispute Resolution:** In the event that there is a dispute, claim or controversy between you and Us, or between you and any third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Our Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Seattle, WA before one arbitrator. The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the State of Washington, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested (“Arbitration Demand”).

To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby.

The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and arbitrators, and will not be disclosed to any third

person (other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing. We reserves the right to change these Terms from time to time. Any updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.