

## Mobile Messaging Terms and Conditions for the Home Builders Association of Fayetteville

The Home Builders Association of Fayetteville (“HBAF”, “we”, “our” or “us”) operates a mobile messaging program (“Program”) subject to these Mobile Messaging Terms and Conditions (these “Mobile Messaging Terms”). The Program and our collection and use of a member’s personal information is also subject to our Privacy Policy found in the HBAF Policy Manual. By enrolling, signing up, or otherwise agreeing to participate in the Program, the member accepts and agrees to these Mobile Messaging Terms and the Privacy Policy.

- 1. Program Description:** We may send promotional and transactional mobile messages in various forms through the Program. Promotional messages advertise and promote our products, services, and events and may include registration, event updates, call to actions, sponsorship offers and membership updates. Transactional messages related to an existing or ongoing transactions and may include notifications, registration reminders, and other transactional-related information. Mobile messages may be sent using automated technology, including an auto dialer, automated system, or automated telephone dialing system. Message frequency will vary but will not exceed three per messages per month. The member agrees that we and any third-party service providers may send the member messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for mobile messages sent through the Program, but the member is responsible for any message and data rates imposed by a mobile provider, as standard data and message rates may apply for short message service and multimedia message alerts.
- 2. User Opt-In:** By providing a mobile number to us, the member is voluntarily opting into the Program and agreeing to receive recurring mobile messages from us at the mobile phone number associated with the opt-in, even if such number is registered on any state or federal “Do Not Call” list. The member agrees that any mobile phone number provided to us is a valid mobile phone number which the member owns or is authorized to use. If the number changes, the member agrees to promptly notify us at 910-826-0648. The members’ participation in the Program is not required for membership or to make any purchases from us and is completely voluntary.
- 3. User Opt-Out and Support:** A member may opt-out of the Program at any time. If a member wants to stop receiving text messages from us, reply STOP, QUIT, CANCEL, OPT-OUT or UNSUBSCRIBE to any mobile message sent from us. The member may continue to receive text messages for a short period while we process the request and may receive a one-time opt-out confirmation message. The member understands and agrees that the foregoing is the only reasonable method of opting out. If a member wants to join the Program again, they will sign up just as they did the first time, and we will start sending messages again. For support, reply HELP to any mobile message from us. Our mobile message platform may not recognize requests that modify the foregoing

commands, and the member agrees that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements set forth in this document. We may also change the telephone number or short codes we use to operate the Program and will notify members of any such change. The member acknowledges that any requests sent to a telephone number or short code that has been changed may be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. **Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times or on all mobile providers. The member agrees that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through our Program.
5. **Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modifications will take effect when it is posted to our website. The member agrees to review these terms periodically for any modifications. A member’s continued participation in the Program constitutes acceptance of those modifications.