

## Vivial Messaging Terms and Conditions

Please read these Messaging Terms and Conditions carefully. By Opting In (as defined herein) you expressly consent to receive non-marketing and marketing text messages from Vivial Media LLC (“Vivial”, “we”, “us”, or “our”), at the telephone number(s) that you provide. You may opt-out of these communications at any time.

You also accept and agree to be bound by these Messaging Terms and Conditions, the [Privacy Policy](#) and any other applicable terms and agreements related to your use of Vivial’s services. Vivial may revise, modify, or amend these Messaging Terms and Conditions at any time.

### Program Description.

You authorize Vivial to use non-autodialer systems to deliver Vivial text messages to you. Vivial text messages sent from short-codes **39984** and **56938** are intended to provide you with promotional information regarding webinars, content promotions, and newsletters. Transactional messages sent from a 10-digit long-code will be offered as a separate opt-in program for receiving content such as billing notifications and communications regarding Vivial’s services.

### Opting-In.

“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 Vivial text messages.

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

To request more information, text **HELP** to the five-digit or 10-digit code for the text messaging program about which you have questions (*i.e.*, the five-digit or 10-digit number from which its text messages are being sent), or call **1-800-877-0475**.

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 are responsible for notifying Vivial immediately if you change your mobile telephone number.

YOU AGREE TO INDEMNIFY VIVIAL IN FULL FOR ALL CLAIMS, EXPENSES, AND DAMAGES RELATED TO OR CAUSED IN WHOLE OR IN PART BY YOUR FAILURE TO NOTIFY VIVIAL IF YOU CHANGE YOUR TELEPHONE NUMBER, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS, EXPENSES, AND DAMAGES RELATED TO OR ARISING UNDER THE TELEPHONE CONSUMER PROTECTION ACT.

### Opting-Out.

To stop receiving text messages from Vivial, text/reply **STOP** to the five-digit or 10-digit code (*i.e.*, the five-digit or 10-digit number from which its text messages are being sent). By enrolling in this subscription program, you consent that following such a request to unsubscribe, you will receive one (1) final message from Vivial confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-activate your subscription.

**Cost and Frequency.**

You may receive an estimate of 4-6 messages per month. Actual messaging volume may vary.

Vivial does not have a separate charge for this service; however, message and data rates may apply from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone.

By providing your consent to participate in this program, you approve any such charges from your mobile carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance.

**Supported Carriers.**

Supported carriers may change from time to time, but currently include: AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular, Cellular One, MetroPCS, Cellcom, Cellular South, Carolina West Wireless, Interop, ClearSky, nTelos, and Virgin Mobile (collectively, the “**Supported Carriers**”).

Vivial and the Supported Carriers are not liable for delayed or undelivered messages.

**Access or Delivery to Mobile Network is Not Guaranteed.**

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Vivial’s control, and Vivial is not responsible or liable for issues arising from them. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of texts you receive.

**Privacy.**

For more information on how Vivial protects your data please click [here](#) to access Vivial’s Privacy Policy.

**Eligibility.**

To receive Vivial text messages, you must be a resident of the United States and 18 years of age or older. Vivial reserves the right to require you to prove that you are at least 18 years of age.

**Termination of Text Messaging.**

Vivial may suspend or terminate your receipt of Vivial text messages if we believe you are in breach of these Messaging Terms and Conditions. Your receipt of Vivial text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Vivial reserves the right to modify or discontinue, temporarily or permanently, all or any part of Vivial text messages, with or without notice.

**Changes to Terms and Conditions.**

Vivial may revise, modify, or amend these Messaging Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Vivial’s website. You agree to review these Messaging Terms and Conditions periodically to ensure that you are aware of

any changes. Your continued consent to receive Vivial text messages will indicate your acceptance of those changes.

**Communications and Consent to Electronic Notices.**

You may communicate with Vivial via postal mail, telephone, and our website. Vivial may issue notices via these various channels, including by sending e-mail to an address you provide. You agree that such notices shall have legal effect.

You also agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use Vivial services.

You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, Vivial will provide you with paper copies upon request. You may make such a request via any of the channels listed above. If you withdraw your consent, Vivial reserves the right to terminate your use of Vivial's services.

Last Updated: 4/16/2019