

## **TEXT ALERTS SERVICE AGREEMENT**

This Text Alerts Service Agreement (“**Agreement**”) governs your use of the Text Alerts Service of Package Concierge, LLC (“**Package Concierge**”). The use of the Text Alerts Service is subject to certain restrictions. By enrolling in or using the Text Alerts Service you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of the Text Alerts Service. If you do not agree with the terms and conditions you may not enroll in or use the Text Alerts Service.

### **AMENDMENTS**

Package Concierge may revise these terms and conditions from time to time without prior notice. You should visit Package Concierge’s website periodically to review these terms & conditions, because they may change from time to time, and are binding whenever you use the Text Alerts Service.

### **DEFINITIONS**

The Text Alerts Service is a mobile text messaging service that provides notification of events related to the delivery of packages (“**Package Delivery Information**”). For the purpose of this document, “**You**,” and “**Your**” shall refer to each person who signs up for the Text Alerts Service. “**We**,” “**Us**,” and “**Our**” shall refer to Package Concierge.

### **REQUIREMENTS**

By enrolling in and using the Text Alerts Service, you agree to receiving text messages containing Package Delivery Information from us at your telephone number. You agree to provide us with a telephone number for receiving the Package Delivery Information, and to notify us if this telephone number changes. You agree not to use the Text Alerts Service in a manner inconsistent with any applicable law or regulation.

You are responsible for the installation, maintenance, operation, and costs of the hardware, software, and services necessary to use the Text Alerts Service, including all message, data, or other telecommunications charges from your mobile provider incurred by your use of the Text Alerts Service. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of the Text Alerts Service.

### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE TEXT ALERTS SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM AND YOU HEREBY WAIVE ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE TEXT ALERTS SERVICE IS NOT ERROR-FREE, AND IS NOT CONTINUOUSLY AVAILABLE. THE PACKAGE DELIVERY INFORMATION IS NOT GUARANTEED TO BE ACCURATE, AND MAY BE MIS-DELIVERED, DELIVERED LATE, OR NOT DELIVERED AT ALL.

IN NO EVENT SHALL PACKAGE CONCIERGE, ITS SUBSIDIARIES AND AFFILIATES, ANY OTHER PARTY THAT PROVIDES EQUIPMENT, SOFTWARE, OR SERVICES FOR THE TEXT ALERTS SERVICE, OR ANY OF THEIR MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE TO YOU FOR ANY LOSS INCLUDING, WITHOUT LIMITATION LOSS OF DATA, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TEXT ALERTS SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. YOU AGREE TO HOLD PACKAGE CONCIERGE HARMLESS FOR ANY SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold Package Concierge, its subsidiaries and affiliates, any other party that provides equipment, software, or services for the Text Alerts Service, and their managers, members, officers, directors, employees, agents, service providers, contractors, and subcontractors harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Text Alerts Service in violation of this Agreement and/or arising from a breach of this Agreement and/or if your use of the Text Alerts Service causes Package Concierge to be liable to another.

## **TERMINATION**

You may terminate your enrollment in the Text Alerts Service at any time. You may do so by mailing a request to Package Concierge at 18208 Preston Road, Suite D9-119, Dallas, TX 75252. The termination of your enrollment will be processed within a reasonable time.

We may terminate your use of the Text Alerts Service in whole or in part, for any or no reason, at any time without prior notice.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

## **ARBITRATION**

Either Package Concierge or you may demand that any dispute between Package Concierge and you about or involving the Text Alerts Service must be settled by arbitration utilizing the dispute resolution procedures according to Texas laws, provided that the foregoing shall not prevent Package Concierge from seeking injunctive relief in a court of competent jurisdiction.

## **GOVERNING LAW**

These Terms and Conditions are governed by federal law and the substantive laws of the State of Texas, without regard to principles of conflict of law or choice of law. If any provision of these Terms and Conditions is determined to be void or unenforceable, in whole or in part, by a court having jurisdiction, it shall be severable from all other provisions and shall not affect or impair the validity of any other provisions of these Terms and Conditions. Each provision of these Terms and Conditions is deemed to be separate and distinct. The captions in these Terms and Conditions are for convenience only and are not intended to affect the meaning or interpretation of these Terms and Conditions.