SMS TEXT MESSAGE TERMS OF SERVICE

The SMS Text Message Terms of Service ("Terms of Service") is entered into between CoxCom, LLC d/b/a Cox Communications, on behalf of itself and its affiliates ("Cox", "We"), and Subscriber ("You", "Your").

The Terms of Service sets forth the terms and conditions under which Cox agrees to provide and You agree to receive SMS Text Messages. ("SMS Messaging"). By using SMS Messaging You acknowledge that You have read and agree to be bound by the Terms of Service, unless you opt out of further SMS Messaging.

GENERAL AGREEMENTS

1. By agreeing to and using the Service, You (i) represent and warrant that You are at least 18 years of age and (ii) agree that you are the authorized account holder of the carrier which issued Your mobile telephone number.

2. In offering the Service, Cox agrees to: (i) comply with these Terms of Service; and (ii) process unsubscribe or opt-out requests received from You in a timely manner. Delivery and receipt of text messages may vary depending on Your network and carrier. Cox is not liable for any delays in the delivery and/or receipt of text messages.

ACCEPTANCE NOT MANDATORY FOR PURCHASE

1. Use of SMS Messaging is not required as a condition of any purchase from Cox.

2. You may opt out of SMS Messaging by replying to any SMS Messaging from Cox with the word STOP. Please allow forty-eight (48) hours for the opt-out to be processed.

PRICING

1. Cox does not charge a fee for using SMS Messaging. However message and data rates may apply from Your telephone service provider. You agree to be fully responsible for all such charges, fees and amounts.
FREQUENCY AND CONTENT OF MESSAGES

1. We understand that mobile plans vary. Accordingly, we will not unduly burden you with text messages. In addition, each text message will be limited to 160 characters, clearly identify Cox as the sender and indicate what it concerns.

2. The content of each message will serve only to inform you about the status of an order.

SHARING OF YOUR INFORMATION

Your mobile telephone number provided for SMS Messaging will only be used to contact you for service fulfillment and service notifications. Cox will only share the mobile number with third party service providers as necessary to provide SMS Messaging to You. We may share information we collect when we believe disclosure is important or required to: comply with law; enforce rights and obligations of agreements; or to protect the rights, property or safety of our company, our guests and others.

SAFE AND SECURE OPERATION AND USE

1. Use of SMS Messaging when safe and appropriate is Your responsibility. Usage of the SMS Messaging can be distracting. Cox strongly advises You against using it while partaking in any activity requiring Your full attention, including but not limited to, operation of any motorized vehicle.

2. The federal government and various states regulate the use of handheld devices while operating a motor vehicle and failure to comply could subject You to civil and criminal penalties.

3. In order to avoid receiving SMS Messaging at a particular time, we recommend You disable Your messaging features or turn off the device.

4. You understand that text messages we send may be seen by anyone with access to Your phone. Accordingly, you should take steps to safeguard Your phone and Your text messages if You want them to remain private.
DISCLAIMER OF WARRANTY

1. SMS MESSAGING IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT SMS MESSAGING WILL MEET ANY PARTICULAR NEED OF THE USERS, OR BE UNINTERRUPTED, ERROR FREE, FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. COX DOES NOT REPRESENT OR WARRANT AS TO THE USE OR RESULTS OF USE IN TERMS OF SECURITY, DATA PRIVACY, DATA LOSS, CORRECTNESS, ACCURACY, RELIABILITY, DATA TRANSMISSION SPEED OR OTHERWISE OUTSIDE COX’S NETWORK. WE WILL NOT CORRECT ANY ERRORS RELATED TO YOUR USE OF SMS MESSAGING. YOU ASSUME ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF SMS MESSAGING, INCLUDING BUT NOT LIMITED TO HEALTH RISKS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE YOU CAUSE TO YOURSELF, OR OTHERS, BY YOUR USE OF SMS MESSAGING.

2. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED.

3. COX AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE NEITHER TO YOU OR ANY THIRD PARTY FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE USE OF THE SMS MESSAGING, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A COX EMPLOYEE OR CONTRACTOR, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. YOU HEREBY WAIVE ANY CLAIMS AND RELEASE COX FROM ANY CLAIMS ARISING OUT OF YOUR USE OF SMS MESSAGING OR COX’S PROVISION OF SMS MESSAGING TO YOU, INCLUDING COLLECTION OF ANY DATA UNDER THE TERMS OF SERVICE. TO THE EXTENT THE LAW OF A
PARTICULAR STATE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SUCH EXCLUSION MAY NOT APPLY IN THAT STATE’S JURISDICTION.

MISCELLANEOUS TERMS

1. **Changes.** From time to time, Cox may, at its sole discretion, revise this Terms of Service and those agreements referenced herein. Such modifications will become effective when posted. We encourage You to revisit the Terms of Service frequently.

2. **Data Retention.** Data obtained from You in connection with the Service includes Your cell phone number, content of the text message (including date, time and location) and any other information that is provided as a result of engaging in SMS Messaging.

3. **Governing Law.** The rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State or Commonwealth in which Cox provides SMS Messaging. If any part of the Terms of Service is held by a court of law to be unenforceable, the remainder of these Terms of Service shall remain in full force and effect and the unenforceable provisions shall be interpreted as closely as reasonably possible to reflect the original intentions of the parties.

4. **Term and Termination.** The Terms of Service will commence upon Cox’s receipt of Your express consent to receive SMS Messaging. Cox may suspend or terminate Your right to use SMS Messaging at any time without notice and for any or no reason and without liability.

5. **Entire Agreement.** The Terms of Service contains the entire agreement between Subscriber and Cox for the use of SMS Messaging and supersedes all prior understandings related to SMS Messaging.

Thank You for allowing us to provide this service to You. We value Your business and are committed to protecting Your privacy.