

## Terms and Conditions

By providing your phone number and your prior express consent, you have agreed to receive automated text messages, emails, and/or phone calls from The Education Connection (TEC) for any reason relating to TEC's purpose or mission (the "Service"). Such texts, emails, and calls may be made via an Automatic Telephone Dialing System (ATDS) and/or an artificial or a prerecorded voice. Such consent is not a condition of receipt of any good or service.

Your consent and/or use of the Service is governed by these terms and conditions, which include an ARBITRATION PROVISION in which you give up any right to a trial by jury in the event of any dispute.

If you do not agree to these terms, do not sign up for the Service by providing your phone number and consent. These terms and conditions apply:

You must be at least 13 years old to use the Service, and if you are under 18 in the U.S. or under the age of majority in your province or territory of residence, your parent or guardian must read and agree to these terms before you subscribe.

TEC does not charge for the Service, but your carrier's standard messaging charges may apply. You agree that you are responsible for paying your carrier's charges to use the Service or, if you are under 18 in the U.S. or under the age of majority in your province or territory of residence, that you have permission to use the Service from the adult responsible for paying the carrier's charges.

TEC reserves the right to change these terms or cancel the Service at any time. Please check these terms on a regular basis for changes. Your continued use of the Service after changes are posted will mean that you accept the terms as modified by the posted changes. Messaging: The Service is compatible with most handsets.

Multimedia Messaging Service (MMS) alerts: From time to time, TEC may send messages with multimedia content (pictures, videos, GIFs, etc.). MMS alerts may not be available through all carriers. Prepaid users may not be able to participate. Check with your mobile operator.

**To unsubscribe from TEC's message Service at any time, simply text the word or words "STOP" to 64085 or in response to any text message received.**

By subscribing to the Service, you acknowledge that your contact details may be shared with TEC's affiliates and that you have read and agree to TEC's privacy policy. By subscribing to the Service, you also agree that we may text you to request your e-mail address. By providing us with your e-mail address, you are opting in to receive e-mails about TEC's announcements, events and other activities, local volunteer opportunities and alerts.

TEC makes no representations or warranties whatsoever regarding the Service. TEC hereby disclaims all warranties, including any implied representations or warranties of merchantability or fitness for a particular purpose.

TEC shall not be liable for any direct, indirect, consequential, special, incidental, punitive, or other damages, even if TEC has been advised of the possibility of such damage or loss, arising or resulting from or in any way relating to your use of the Service.

You expressly agree to indemnify, defend, and hold harmless TEC and its directors, officers, employees, servants, agents, representatives, independent contractors, and affiliates from and against any and all claims, damages, liabilities, actions, causes of action, costs, expenses (including reasonable attorneys' fees), judgments, or penalties of any kind or nature whatsoever arising from your use of the Service.

These terms shall be construed in accordance with the laws of the State of Ohio.

Arbitration: You agree that any and all claims arising from or relating to this agreement, your relationship with TEC, and/or the Service shall be subject to binding arbitration. This includes claims based on contract, tort, equity, statute, or otherwise as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, TEC, or TEC's affiliates or vendors, such as Insta-Info Inc.

## **Frequently Asked Question**

*Are you going to charge me for this service?*

TEC does not charge for the service, but your carrier's standard messaging charges may apply.

*How do I unsubscribe from receiving text messages?*

To unsubscribe at any time, simply text the word "STOP" in response to any text message received or to 64085.