

Mobile Messaging Terms and Conditions

Last updated: July 11, 2023

The Center for National Independence in Politics, DBA Vote Smart, operates a mobile messaging program (the "Program") that is subject to the following Mobile Messaging Terms and Conditions (the "Mobile Messaging Terms"). By enrolling, signing up, or agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy, which can be found at https://justfacts.votesmart.org/about/privacy/.

1. Program Description: Through the Program, we may send promotional and transactional mobile messages in various formats. Promotional messages advertise and promote our products and services, while transactional messages relate to existing or ongoing transactions. Mobile messages may be sent using automated technology, and the frequency will not exceed 3 messages per month. You acknowledge that we, our affiliates, and third-party service providers may send messages on various topics using different telephone numbers or short codes. While we do not charge for mobile messages sent through the Program, you are responsible for any message and data rates imposed by your mobile provider.

- 2. User Opt-In: By providing your mobile phone number, you are voluntarily opting in to the Program and agreeing to receive recurring mobile messages from us. This includes receiving messages even if your number is registered on any state or federal "Do Not Call" list. You confirm that the mobile phone number you provide is valid and that you are the owner or authorized user. If there are any changes to your mobile phone number or ownership, you agree to promptly notify us. Participation in the Program is voluntary and not required for any purchases or donations.
- 3. User Opt-Out and Support: You may opt-out of the Program at any time by replying STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any mobile message from us. Please note that it may take a short period for your opt-out request to be processed, and you may receive a one-time opt-out confirmation message. For support, reply HELP to any mobile message from us. We are not liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms.
- 4. Disclaimer of Warranty and Liability: The Program is provided on an "as-is" basis and may not be available in all areas or at all times. Neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of mobile messages or information sent through the Program.
- 5. Modifications: We reserve the right to modify or cancel the Program or any of its features at any time, with or without notice. We may also modify these Mobile Messaging Terms, and any changes will be effective when posted on our website. It is your responsibility to review these Mobile Messaging Terms periodically. Your continued participation in the Program constitutes your acceptance of any modifications.