

## VGM HOMELINK SMS Text Messaging Terms of Service

*By opting-in to VGM HOMELINK's SMS Text Messaging service:*

- You authorize VGM HOMELINK, a division of VGM Group, Inc. (also referred to as "we" or "us") to contact you via SMS Text Messaging with updates regarding your orders, deliveries, appointment reminders, etc.
- You consent to your Personally Identifiable Information (PII) and/or Protected Health Information (PHI) being included in SMS text messages. PII and/or PHI will only be included as minimally necessary to communicate relevant information pertaining to the products and/or services coordinated by VGM HOMELINK for you.
- You acknowledge and assume the risk of SMS text messages being intercepted and read by a third party. VGM HOMELINK communicates through a secure SMS text messaging platform, however, the risk still exists that a third party may view or obtain information contained in these SMS text messages, including others who can view your device. Because text messages may include your PII or PHI, we recommend that you adopt a password to access your device.
- You acknowledge that VGM HOMELINK does not guarantee the successful delivery of text messages by your wireless provider. Messages sent by text may not be delivered for reasons beyond our control, or for reasons beyond the control of your wireless provider, such as the mobile device not being in range of a transmission site, or the network being down. We will not be liable for losses or damages that come from a message not delivered, a message delivered late, a message that goes to the wrong number, or inaccurate or incomplete content in a text message.
- You acknowledge that by participating in our SMS Text Messaging service, you may incur charges from your mobile carrier, and you agree to be responsible for any such charges.
- VGM HOMELINK reserves the right to terminate the service at any time and for any reason, without advance notice.
- You will notify us immediately if your phone number changes for any reason.

### *SMS Text Messaging Services and How to Opt Out:*

We may send you SMS text message reminders about your upcoming appointments, deliveries, and other updates related to your orders. You have the option to opt out of these types of SMS Text Messaging reminders at any time by replying STOP to any text message from us. After you send "STOP" to us, we may send you a message to make sure that you no longer want to get text messages from us. After this, you will no longer get text messages from us. You can re-subscribe to our SMS Text Messaging service at any time by opting in.

### *Other Terms and Conditions*

- VGM HOMELINK's HIPAA Notice of Privacy Practices can be found at <https://www.vgmhomelink.com/privacy-policy>.
- VGM HOMELINK's Consumer Data Privacy Policy can be found at [www.vgmgroup.com/privacy-policy](http://www.vgmgroup.com/privacy-policy).
- THE SMS TEXT MESSAGING SERVICE IS PROVIDED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR ARISING

UNDER CUSTOM OR TRADE. VGM HOMELINK DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OR OTHERWISE.

- In no event shall we be liable to you, or to any third party, for any losses or damages of any type or nature whatsoever arising out of or resulting from the VGM HOMELINK SMS Text Messaging service or your use of it, regardless of the theory of recovery, including but not limited to direct, indirect, consequential, incidental, special or punitive damages, lost profits, attorney's fees or other damages, whether arising from negligence, tortious conduct, strict liability, willful misconduct or fraud, breach of contract, breach of warranty or other theory of recovery, and you agree to release VGM HOMELINK from any and all such liabilities to the maximum extent permitted applicable law.
- Your use of the service shall be governed and construed according to the laws of the State of Iowa, without regard to conflict of law principles. If any dispute, controversy, claim, or question (each a "Dispute") arises between the parties relating to the text messaging service, the parties shall use their best efforts to settle the Dispute without litigation. As to any Dispute that is not resolved in this fashion, the parties hereby agree and consent (i) to WAIVE ANY RIGHT TO A TRIAL BY JURY in any action to enforce or defend with respect to any claim, counterclaim, cause of action, or any matter arising from or in any way related to the text messaging service; (ii) to submit to the jurisdiction of the Iowa District Court for Black Hawk County and the U.S. District Court for the Northern District of Iowa over any action or proceeding to enforce or defend; and (iii) to irrevocably waive to the fullest extent possible any defense of inconvenient forum.
- If any term, clause or provision of these Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to be severed from the Terms of Service.
- These Terms of Service contain the entire agreement of the parties with respect to the subject matter hereof, and they are binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

### *Acknowledgement*

Your opt in and use of the SMS Text Messaging from us constitutes an agreement to these Terms of Service.