



## Mobile Messaging Terms & Conditions

C Lily Winston Group (hereinafter, “We,” “Us,” “Our”) is offering a mobile messaging and marketing program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (the “Agreement”). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or any Privacy Policy that may govern the relationship between you and Us.

**User Opt-In:** The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method, you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you expressly consent to receive autodialed or prerecorded marketing mobile messages at the phone number associated with opting-in. While you consent to receive messages sent using an autodialer or prerecorded message, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). **Message and data rates may apply.**

**User Opt-Out:** If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt-out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. You may, however, send a written notification to Us of your decision to opt-out of the Program to [clilywinstongroup@shaw.ca](mailto:clilywinstongroup@shaw.ca) Attn: Mobile Messaging Program Opt-Out. Please understand that any written request sent to Us may take up to 30 business days to process.

**Duty to Notify and Indemnify:** If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, **if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number.** This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.



**YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND OR FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.**

**Program Description:** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events.

**Cost and Frequency:** Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

**Support Instructions:** For support regarding the Program, text “HELP” to the number you received messages from or email us at [clilywinston@shaw.ca](mailto:clilywinston@shaw.ca). Please note that the use of this email address is not an acceptable method of opting out of the program. Opt-outs must be submitted in accordance with the procedures set forth above.

**MMS Disclosure:** The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

**Our Disclaimer of Warranty:** The Program is offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

**Participant Requirements:** You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

**Age Restriction:** By opting into the Program you certify that you are at least eighteen (18) years of age. If you are not eighteen (18) years of age, you may not participate in the Program without express written consent from your parent or legal guardian.



**Dispute Resolution.** Any dispute or claim arising out of or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), will be exclusively (except as provided below) resolved by binding arbitration before the Alberta Arbitration and Mediation Society (AAMS). One arbitrator will be selected using AAMS procedures. The arbitrator will use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator will also render a written decision setting forth detailed findings of fact and conclusions of law, in accordance with the rules, after the conclusion of the arbitration hearing. The arbitrator will not award attorneys' fees, or punitive, indirect, incidental, special, consequential, treble, or other multiple or exemplary damages, and the Parties hereby agree to waive and not seek such damages. Either Party may seek judicial relief to compel the other Party to comply with the provisions of this Section or seek injunctive or other equitable relief to protect its intellectual property rights, as long as (unless prohibited by applicable law) the remainder of the dispute or claim is submitted to arbitration. The arbitration will be held in Calgary, Alberta. Both Parties hereby give their irrevocable consent to the processes of the AAMS in Alberta, as well as the jurisdiction of the courts of Calgary, Alberta, Canada for enforcement purposes. Awards will be final, binding, and non-appealable.

**Miscellaneous:** You warrant and represent to Us that you have all necessary rights, power, and authority to agree to this Agreement and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing.

We reserve the right to change this Agreement from time to time. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.