

WHITEHALL-COPLAY HUNGER INITIATIVE SMS/Text Messaging Terms & Conditions

Please read these SMS/Text Messaging Terms & Conditions carefully. By completing the SMS/Text Messaging Opt-In Form, you expressly consent to receive non-marketing text messages from **WHITEHALL-COPLAY HUNGER INITIATIVE (“WCHI”)**, including text messages made with an Autodialer, at the mobile phone number(s) you provide.

You may opt-out of these communications at any time by replying STOP to any text message from WCHI or by otherwise contacting WCHI as indicated below. You can receive help at any time by contacting WCHI as indicated below. Consent to receive non-marketing text messages is not required to receive services from WCHI. Messaging and data rates may apply.

By completing the SMS/Text Messaging Opt-In Form, you also accept and agree to be bound by these SMS/Text Messaging Terms & Conditions and any other applicable terms and agreements related to your use of WCHI services. If you do not agree with these SMS/Text Messaging Terms & Conditions, you must immediately cease usage of these services.

Program Description

WCHI offers its text messaging program whereby WCHI, and any applicable service providers, will text message you to provide you with information concerning WCHI services. WCHI and its service providers may, from time to time, use standard or an automatic telephone dialing system (“Autodialer”) to deliver text messages to you under the **WCHI Text Messaging Program (“WCHI Program”)**. You agree that you will not use the WCHI Program for any illegal or unlawful purposes.

Message Frequency

Under the WCHI Program, the number of WCHI text messages that you receive may vary, but in general should be around (4) times per month.

Cost

WCHI does not impose a separate fee for sending WCHI text messages under the WCHI Program. However, standard message and data rates may apply to each text message sent or received in connection with the WCHI Program, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

Supported Carriers; Interruption

The WCHI Program should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. The WCHI Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the WCHI Program are available on all equipment/mobile devices, or through all wireless carriers. WCHI may, from time to time, in its discretion and without notice to you, limit the carriers that support the WCHI Program. Certain other carriers may not support the WCHI Program.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The WCHI Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of WCHI's control, and WCHI is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's equipment/wireless device relating to or resulting from participating in or using the WCHI Program. If the WCHI Program is not available within your intended location, you agree that your sole remedy is to cease using the WCHI Program.

How to Opt-In

To opt-in to receive text messages from WCHI under the WCHI Program, complete the SMS/Text Messaging Opt-In Form and submit it to WCHI. WCHI will then send you a text message asking you to confirm your enrollment in the WCHI Program.

How to Opt-Out

To stop receiving text messages from WCHI, text STOP to the code from which the text messages are being sent. You will then receive confirmation of your opt-out of the WCHI text messaging program. You may also opt out by providing written notice to Whitehall -Coplay Hunger Initiative, 1080 Schadt Ave, Whitehall, PA 18052 or by emailing WhitehallCoplayHunger@gmail.com or by calling 484-225-0358.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide or that you have the account holder's permission to enter the mobile telephone number(s) that you provide and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to-date information with WCHI regarding your use of the WCHI Program, including, without limitation, notifying WCHI in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify WCHI in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify WCHI if you change your telephone number, or cease being the regular user of the telephone number, including, but not limited to, all claims, expenses, damages, and costs related to or arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

Privacy

WCHI's Privacy Policy may be accessed at the following link:

<https://www.whitehallcoplayhungerinitiative.org/policies--terms.html>

Support/Help

To request more information or to request help with the WCHI Program, provide written notice to Whitehall-Coplay Hunger Initiative, 1080 Schadt Ave, Whitehall, PA 18052 or email WhitehallCoplayHunger@gmail.com or call 484-225-0358.

Eligibility

By enrolling in the WCHI Program, you certify that you are (i) a resident of the United States, (ii) eighteen (18) years of age or older, (iii) authorized to enroll the mobile phone number in the WCHI Program, and (iv) authorized to incur any mobile message or data charges incurred by participating. WCHI reserves the right to require you to prove the foregoing to participate in the WCHI Program.

Changes to These SMS/Text Messaging Terms & Conditions

WCHI may revise, modify, or amend these WCHI SMS/Text Messaging Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to the WCHI website. You agree to review these WCHI SMS/Text Messaging Terms & Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive WCHI text messages will indicate your acceptance of those changes.

Amendment; Termination of Text Messaging

WCHI may suspend or terminate your receipt of WCHI text messages if WCHI believes you are in breach of these WCHI SMS/Text Messaging Terms & Conditions. Your receipt of WCHI text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. WCHI reserves the right to modify or discontinue, temporarily or permanently, all or any part of WCHI text messages and the WCHI Program, for any reason, with or without notice to you.

Release; No Warranties; Limitation of Liability

By participating in the WCHI Program, you agree to release and hold harmless WCHI and its representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, attorneys' fees, cost or expense whatsoever including without limitation, property damage, personal injury and death that may occur in connection with the WCHI Program, or your use thereof, and for any claims, matters, or disputes based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation, or invasion of privacy.

THE WCHI PROGRAM IS PROVIDED AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. WCHI DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

In no event shall WCHI be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the WCHI Program, or your use thereof, regardless of the theory of recovery, including, without limitation, direct, indirect, consequential, incidental or special damages, lost profits, punitive damages, attorney's fees or any damages arising out of or resulting from a statutory or regulatory violation, negligence, gross negligence, strict liability, tortious conduct, willful misconduct or fraud, breach of contract, or breach of warranty. To the extent this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from the WCHI Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

Arbitration/Class Action Waiver

ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND WCHI ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS, ANY TEXT MESSAGES BETWEEN YOU AND WCHI OR ANYONE ACTING ON YOUR OR WCHI'S BEHALF, OR THE WCHI PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY, MUST BE RESOLVED SOLELY BY ARBITRATION CONDUCTED EXPEDITIOUSLY IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION CONSUMER ARBITRATION RULES ("AAA RULES") BY A SOLE ARBITRATOR SELECTED BY THE PARTIES TO THE DISPUTE FROM THE NATIONAL OR PENNSYLVANIA PANEL OF ARBITRATORS. ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND WCHI INCLUDES, WITHOUT LIMITATION, ANY ACTUAL OR ALLEGED STATUTORY OR REGULATORY VIOLATION, EQUITABLE CLAIM, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, TORTIOUS CONDUCT, WILLFUL MISCONDUCT OR FRAUD, BREACH OF CONTRACT, BREACH OF WARRANTY, AS WELL AS ALL DISPUTES, MATTERS, OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE ARBITRATION/CLASS ACTION WAIVER PROVISION OR THE RELEASE; NO WARRANTIES; LIMITATION OF LIABILITY PROVISION.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes disputes, matters, or claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. THIS PROVISION MUST BE CONSTRUED IN ACCORDANCE WITH, AND THE ARBITRATION MUST BE GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.). ANY JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, THE ARBITRATOR IS PROHIBITED FROM AWARDED DAMAGES IN EXCESS OF THE LIMITATIONS SET FORTH IN THESE SMS/TEXT MESSAGING TERMS & CONDITIONS.

ARBITRATION PROCEEDINGS MAY BE COMMENCED BY EITHER PARTY TO THIS AGREEMENT BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE IN ACCORDANCE WITH THE AAA RULES. ANY ARBITRATION HEARING SHALL BE HELD IN LEHIGH COUNTY, PENNSYLVANIA, UNLESS THE PARTIES TO THE DISPUTE AGREE OTHERWISE. ANY JUDGMENT RENDERED BY ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANY AAA RULES TO THE CONTRARY, THE AWARD OF THE ARBITRATOR MUST BE MADE

NO LATER THAN THREE (3) MONTHS FOLLOWING THE DATE ON WHICH THE ARBITRATOR IS APPOINTED, UNLESS THE ISSUE IS THE SUBJECT OF LITIGATION BROUGHT BY A THIRD PARTY AND THE ARBITRATOR DEEMS IT APPROPRIATE TO DEFER ITS AWARD UNTIL THE LITIGATION IS RESOLVED.

The resolution of any claims, matters, or disputes must proceed solely on an individual basis without the right for any claims, matters, or disputes to proceed on a class action or collective basis or on bases involving claims, matters, or disputes brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims, matters, and disputes between you and WCHI alone. Claims, matters, or disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues, claims, matters, or disputes with anyone who is not a named party to the arbitration.

Attorney Fees

In the event of any claim, matter, or dispute between you and WCHI arising out of or relating in any way to these SMS/Text Messaging Terms & Conditions, any text messages between you and WCHI or anyone acting on your or WCHI's behalf, or the WCHI Program, WCHI, if it prevails, must be awarded all costs of bringing or defending the claim, matter, or dispute, including, without limitation, reasonable attorneys' fees and the ordinary costs and expenses incurred in resolving the claim, matter, or dispute, including, without limitation, all arbitration related fees and expenses.

Applicable Law

The law of the Commonwealth of Pennsylvania, including its statutes of limitations and without reference to any conflict of laws principles, shall be applied to any claim, matter, or dispute between the parties or when governing, construing, or enforcing these SMS/Text Messaging Terms & Conditions, the WCHI Program, or any text messages between you and WCHI or anyone acting on your or WCHI's behalf, or any of the rights, duties, or obligations of the parties arising from or relating in any way to the subject matter of these Terms & Conditions.

Contact Us

If you have questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us at Whitehall-Coplay Hunger Initiative, 1080 Schadt Ave, Whitehall, PA 18052 or email WhitehallCoplayHunger@gmail.com or call 484-225-0358.