

CREATOR'Stouch on Wheels

Text Message Terms & Conditions

Last Updated and Effective: 6/21/19

By "Opting In" to or using a CREATOR'Stouch on Wheels "Text Message Service" (both terms defined below), you accept these Terms & Conditions and agree to resolve disputes with CREATOR'Stouch on Wheels through binding arbitration (and with very limited exceptions, not in court), and you waive any right to participate in class actions, all as detailed in the "Disputes" section below.

Definitions

- "Text Message Service" includes any arrangement or situation in which CREATOR'Stouch on Wheels sends (or indicates that it may send, or receives a request that it send) one or more text messages.
- "Opting In," "Opt In" and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages.
- "CREATOR'Stouch on Wheels" means CREATOR'Stouch on Wheels, Inc..

Opting In

By Opting In to a Text Message Service:

- You authorize CREATOR'Stouch on Wheels to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, if none, the number from which you send the Opt-In, or, if none, the number on file for the account associated with your Opt-In). You also authorize CREATOR'Stouch on Wheels to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of purchase.
- You are signing your Opt-In to the Text Message Service.
- You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
- You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, request a free paper or email copy of the Opt-In, or to update our records with your contact information, please call 909-297-3368. To view and retain an electronic copy of these Terms & Conditions or the rest of your Opt-In, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you'll also need an email account you can access from the device, along with a browser or other software that can display

the emails. These Terms & Conditions still will apply if you withdraw the consent mentioned above or opt out of the Text Message Service.

Examples of Opting-In are texting an advertised promotional word to 555888 or signing up for promotional texts through a form on our website.

After Opting In, in addition to the main messages the service offers, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In.

About the Text Message Services and Opting Out

Message and data rates may apply. Unless otherwise noted, Text Message Services send multiple, recurring messages. After you Opt In, you will receive a confirmation text that specifies the estimated number of text messages you may receive per week or month in association with that text message list. If you text more than one promotional keyword, even if it is texted to the same number, you are Opting In to separate lists. If you later Opt Out of one list, you will remain on the others until you Opt Out to each separately. CREATOR'Stouch on Wheels may terminate any Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Terms & Conditions still will apply. **For services operated through 555888, you can get help by texting HELP to 555888, and you can opt out by texting STOP to 555888.** For Text Message Services operated through a different number, text HELP to that number for help and STOP to that number to opt out. Your opt-out request may generate either a confirmation text or a texted request to clarify the Text Message Service to which it applies (if you have more than one). To complete your opt-out, please provide the requested clarification.

You consent to the handling of your information as described in the [CREATOR'Stouch on Wheels Privacy Policy](#). To contact CREATOR'Stouch on Wheels customer service, call 909-297-3368. You must be 18 years of age or older.

Disputes

Any dispute or claim arising out of or relating in any way to a Text Message Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Conditions of Use.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE CONDITIONS OF USE AS A COURT WOULD.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

Applicable Law

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF CALIFORNIA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS & CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST CREATOR'STOUCH ON WHEELS ARISING OUT OF OR RELATING IN ANY WAY TO ANY CREATOR'STOUCH ON WHEELS TEXT MESSAGE SERVICE.

Mobile Carriers

The 555888 short code we use for Text Message Services is supported on all U.S. carriers. Please note, however, that the supporting mobile carriers may change without notice, and the particular Text Message Service you join, including those operated through a different number, may be limited to specific carriers. CREATOR'Stouch on Wheels and the mobile carriers (for example, T-Mobile) are not liable for delayed or undelivered messages.

How to Contact Us

If you have any questions or concerns regarding the Text Message Terms and Conditions, please feel free to contact us at the following email, telephone number or mailing address.

Email: info@creatorstouchonwheels.org

Telephone Number: 909-297-3368

Mailing Address:

CREATOR'Stouch on Wheels
715 Briarwood Ln
San Dimas, CA 91773