

## Bluepeak SMS Alert Terms & Conditions

These terms and conditions (“Terms”) apply to your use of the text messaging (“Alerts”) offered by Clarity Telecom, LLC d/b/a Bluepeak and its affiliates (collectively, “Bluepeak”, “us”, and “our”). The Alerts are available only to subscribers of Bluepeak services. These Terms apply in addition to all other terms, agreements, and policies that apply to the Bluepeak services.

**Receiving Alerts and your Acknowledgments.** In order to use the Alerts, you may be required to provide information about yourself (such as account identification, phone number(s), and contact details) to verify your status as the account holder or authorized person on the Bluepeak account. By providing your mobile phone number(s) to Bluepeak and its affiliates and consenting to receive further updates via Alerts, you provide us with your express consent to receive Alerts (Short Messaging Service “SMS” and Multimedia Messaging Service “MMS”) at that number and (i) acknowledge and represent to us that you are the authorized user of the mobile phone(s) that you link to our text message service or have been granted permission by the authorized user of the mobile phone(s) to enroll such mobile phone(s) in the service; (ii) you grant Bluepeak express consent to send text messages to that (those) mobile phone(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these Terms; (iii) you agree your receipt of SMS and/or MMS messages from Bluepeak is NOT a violation of state or federal rules including, but not limited to, the Telephone Consumer Protection Act (TCPA) or Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act; (iv) you understand that your wireless carrier may charge you additional message and data fees for receipt of our text messages; and (v) by granting such permission to Bluepeak you hereby consent to receive such messages in spite of the fact that your number may otherwise be on the federal or a state’s do-not-call list, and you agree, to the maximum extent permitted by law, that such text messages shall not be in violation of such do-not-call list(s) or related restrictions.

**Types of Alerts:** Informational and emergency Alerts may be activated on your account automatically, you may receive enrollment confirmation messages, or both may occur. These messages allow us to inform you about planned and unplanned service outages in your area, appointment reminders, as well as remind you about important account information (invoice availability, balance due and payment due dates, payment confirmations, and other issues). If you do not wish to receive such alerts, you must notify us as indicated below. We may also inform you about the availability of special promotions that we are offering through text messages.

**Stopping Alerts:** Alerts can be cancelled at any time by texting “STOP” from your mobile phone in response to a text message from Bluepeak, or texting “STOP” to 888-975-4258. You agree that your prior express consent to receive Alerts shall continue indefinitely **unless and until** you cancel your prior express consent through the means mentioned in this paragraph. Other methods or means attempted to revoke your prior express consent may cause unnecessary delay or be **ineffective** and you hereby release Bluepeak from any liability related to your efforts to revoke your prior express consent by methods or means other than texting “STOP” (without spaces or other words) to 888-975-4258. If you are revoking your consent by texting “STOP” to 888-975-4258 (or in response to a Bluepeak Alert), your text message should contain only the word

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“STOP” without any additional words, spaces, or characters either before or after the word “STOP.” Bluepeak will reasonably endeavor to comply with other text (email or phone) communications in which you indicate a clear and unmistakable intent to revoke your prior permission; however, you (a) understand that text messages to 888-975-4258 go to an automated number that is not monitored by a human, and the ability to interpret your intent is severely restricted and, therefore, (b) you hereby release Bluepeak from any liability for your efforts to revoke your permission via a text message that does not strictly comply with the terms stated in this paragraph. Furthermore, by activating Alerts, you hereby grant Bluepeak express permission (without qualification) to respond to your cancellation request, whether that request came through a telephone call with a Bluepeak employee or by texting “STOP,” with a confirmatory text message in return that will (i) confirm receipt of your cancellation request as well as (ii) indicate that you will no longer receive Alerts from Bluepeak. Furthermore, you agree that Bluepeak will reasonably endeavor to send you the aforementioned confirmatory cancellation text message in a timely manner.

However, you hereby release Bluepeak from any liability related to a confirmatory text message or the timeliness in which you receive one.

Please note that this section only pertains to Alerts. Regardless of your choices in this section, you will remain opted in to other Bluepeak communications you have consented to, including email communications.

**Get Help or Support:** To get help or answers to your questions, visit our website at <https://mybluepeak.com/help/> (Select “Text Us with Bluepeak Touch”), text the word **HELP** without additional characters to **888-975-4258** for assistance with Alerts (you must be registered with Alerts for this function to work), or call **888-975-4258**.

**Cost of Alerts:** Bluepeak does not charge to send you Alerts. However, depending on the plan you subscribe to with your wireless carrier, **message and data rates may be applied by your wireless carrier**. Check with your wireless carrier for your plan details.

**Message Frequency:** Message frequency will be at least monthly, but ultimately depends on the type of alerts sent to your mobile phone, the manner in which you conduct account activities, as well as the number of planned or unplanned maintenance events scheduled in your area. Customers can typically expect 3 - 5 Alerts per month.

**Carriers Supported List:** The following carriers are currently supported by Bluepeak’s text alert service: AT&T, Alaska (ACS Wireless), Alltel Wireless, Appalachian Wireless, Bluegrass Cellular, Boost Mobile, C Spire Wireless, Carolina West Wireless, Cellcom, Cellone Nation, Cellular One of East Central Illinois, Charlton Valley Cellular, Chat Mobility, Cincinnati Bell, Coral Wireless, Cricket (Leap Wireless), Cross (d/b/a Sprocket), DTC Wireless, Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State Cellular, Illinois Valley Cellular, Immix/Keystone Wireless, Inland Cellular, iWireless, Leaco, MetroPCS, Mosaic, Nemont/Sagebrush, NTELOS, Nex-Tech Wireless, Nextel Communications, Northwest Missouri Cellular, Panhandle Wireless, Peoples Wireless, Pine Cellular, Pioneer, Plateau Wireless, Revol Wireless, Rina-Custer, Rina-All West, Rina-Cambridge Telecom Coop, Rina-Eagle Valley Comm, Rina Farmers Mutual Telephone Co, Rina—Nucla Nutria Telephone Co, Rina-Silver Star,

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Rina-South Central Comm, Rina-Syringa, Rina-UBET, Rina-Manti, South Canaan/Cellular One of NEPA, Sprint PCS Wireless, T-Mobile, Thumb Cellular, US Cellular, Union Wireless, United Wireless, Verizon Wireless, Viera Wireless, Virgin Mobile, and West Central Wireless (WCC).

**Changes to these Terms:** Bluepeak reserves the right to amend these terms or cancel the Alerts at any time, including to change, modify, add to, update, or remove Terms (collectively “amend” or “update”). Please check these Terms on a regular basis for changes. If we choose to amend the Terms, we will update the “Last Updated” date at the top of the Terms and posted the updated version. Your continued use and acceptance of Alerts after changes are posted will mean that you accept the terms as amended by the posted changes and agree to be bound by them.

**No Guarantee or Warranties:** Alerts use wireless service provider networks to deliver SMS and/or MMS (text) service; however, Bluepeak does not operate the wireless networks. Bluepeak is not liable for the availability (or lack thereof) of wireless network coverage, the failure of the wireless networks to complete a transaction, deliver an Alert or message, or otherwise interfere with the timeliness or transmission of SMS and/or MMS or the Alerts. Bluepeak disclaims any responsibility for any wireless service used to access the Alerts. Alerts are only for customers based in the United States. Customer understands and acknowledges that Alerts are not intended to be accessed from outside of the United States. In addition, because Bluepeak does not operate or control the wireless networks used to access the Alerts, we cannot guarantee the privacy or security of wireless data transmissions. Please check with your wireless service provider for information about its privacy and security practices. Bluepeak is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your wireless carrier or service provider. Bluepeak also makes no representations or warranties whatsoever regarding Alerts. The services are provided on an “as is” and “as available” basis. Bluepeak and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Bluepeak, its subsidiaries, affiliates, officers, agents, employees, partners, and licensors make no warranty that (a) the Alerts will meet your requirements; (b) the Alerts will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the Alerts will be accurate or reliable.

**Privacy:** For additional information regarding Bluepeak’s use of your information, please see our Privacy Policy [<https://mybluepeak.com/terms-conditions/#privacy> ]. You acknowledge and agree that text messaging is provided via wireless systems to transmit communications over complex networks. We do not guarantee that your use of Alerts will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of Alerts, including expressing your desire to not receive them.

**Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT BLUEPEAK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR ANY OTHER DAMAGES, EVEN IF BLUEPEAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS, ARISING OR RESULTING FROM OR IN ANY WAY RELATING TO YOUR USE OR RECEIPT OF OR FAILURE TO RECEIVE ALERTS. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER

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NO CIRCUMSTANCE WILL BLUEPEAK, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF OR RELIANCE ON INFORMATION OBTAINED THROUGH THE ALERTS. THE SERVICE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." BLUEPEAK AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SERVICE, NOR DO THEY GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, BLUEPEAK SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DELAYS IN THE TRANSMISSION OF MESSAGES DUE TO CIRCUMSTANCES OUT OF BLUEPEAK'S CONTROL.

**Indemnity:** To the maximum extent permitted by applicable law, you hereby agree to indemnify and hold harmless Bluepeak, its subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use or receipt of or failure to receive Alerts or your failure to notify Bluepeak that you have changed your telephone number.

**Termination:** Bluepeak reserves the right, in its sole discretion, to cancel or suspend its Alerts services, in whole or in part, for any reason, with or without notice to you.

**Governing Law and Jurisdiction; Enforceability:** Governing law and enforceability of these Terms will be the same as those that apply to your services' otherwise applicable terms and conditions. In case of a conflict or ambiguity regarding governing law in such otherwise applicable terms and conditions, these Terms will be construed under the laws of the State of South Dakota. These Terms, and your relationship with Bluepeak under them, shall be governed by the laws of South Dakota. By using the Alerts, you consent to the exclusive jurisdiction of the state and federal courts in South Dakota in all disputes arising out of or relating to these Terms and the Alerts. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of these Terms, and the remaining portions shall remain in full force and effect.

**Terms and Conditions Incorporated Herein:** You agree that for all matters not explicitly addressed herein, including general terms applicable to both email and Alerts, Bluepeak's Terms and Conditions (the "Bluepeak Terms and Conditions") shall apply and are hereby incorporated herein by reference. In addition, you hereby reaffirm your agreement to the Bluepeak Terms and Conditions, and your continued use and acceptance of Alerts will mean that you accept the Bluepeak Terms and Conditions then in effect.