

## **BEAM SMS Alert Terms & Conditions**

These terms and conditions ("Terms") apply to your use of the text messaging ("Alerts") offered by BEAM and its affiliates (collectively, "COMPANY", "us", and "our"). The Alerts are available only to subscribers of COMPANY services. These Terms apply in addition to all other terms, agreements, and policies that apply to the COMPANY services.

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 COMPANY account. By providing your mobile phone number(s) to COMPANY and its affiliates, you provide us with your express consent to receive text message (Short Messaging Service "SMS" and Multimedia Messaging Service "MMS") alerts 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 COMPANY 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 and conditions; (iii) your receipt of SMS and/or MMS messages from COMPANY ("COMPANY alerts") 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 COMPANY you are hereby requesting 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).

**Types of Alerts:** Informational and emergency text message alerts may be activated on your account, you may receive enrollment confirmation message, or both. These messages allow us to inform you about planned and unplanned service outages in your area. If you do not wish to receive such alerts, you must notify us as indicated below.

**Stopping Alerts:** Text alerts can be cancelled at any time by texting "**STOP**" from your mobile phone in response to a text message from COMPANY, or texting "**STOP**" to **888-989-2326 (BEAM)**. You agree that your prior express consent to receive text 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 COMPANY 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 **888-989-2326 (BEAM)**. If revoking your consent by texting "**STOP**" to **888-989-2326 (BEAM)** (or in response to a COMPANY Alert), your text message should contain only the word **STOP** without any additional words, spaces, or characters either before or after the word **STOP**. COMPANY 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 **888-989-2326 (BEAM)** 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 COMPANY from any liability for your efforts to revoke your permission via a text message that does not strictly comply with the terms stated in the first sentence of this paragraph. Furthermore, by activating text alerts, you hereby grant COMPANY express permission (without qualification) to respond to your cancellation request whether that request came through a telephone call with a COMPANY 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 text alerts from COMPANY. Furthermore, you agree that COMPANY will reasonably endeavor to send you the aforementioned confirmatory cancellation text message in a timely manner.

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

**Get Help or Support:** To get help or answers to your questions, visit our website at [www.XXX.com/alerts](http://www.XXX.com/alerts) text the word **HELP** without additional characters to **888-989-2326 (BEAM)** for assistance with COMPANY Alerts (you must be registered for COMPANY Alerts for proper HELP by text), or call 334-298-7000.

Cost of Alerts: COMPANY does not charge to send you text alerts. However, depending on the plan you subscribe to with your wireless carrier, **message and data rates may be applied by your mobile carrier**. Check with your wireless phone 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 as well as the number of planned or unplanned maintenance events scheduled in your area. Customers can typically expect 3 - 5 messages per month from COMPANY Alerts.

**Carriers Supported List:** The following carriers are currently supported by COMPANY'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, 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, Viaero Wireless, Virgin Mobile, and West Central Wireless (WCC).

**Changes in Terms:** COMPANY reserves the right to change these terms or cancel the text alerts at any time. Please check these Text Alerts Terms and Conditions on a regular basis for changes. Your continued use and acceptance of text alerts after changes are posted will mean that you accept the terms as modified by the posted changes.

**No Guarantee or Warranties:** COMPANY Alerts use wireless service provider networks to deliver SMS and/or MMS (text) service; however, COMPANY does not operate the wireless networks. COMPANY 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. COMPANY disclaims any responsibility for any wireless service used to access the Alerts. COMPANY Alerts are available to 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 COMPANY 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. COMPANY 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 mobile carrier or service provider. COMPANY also makes no representations or warranties whatsoever regarding text alerts. The services are provided on an "as is" and "as available" basis. COMPANY 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. COMPANY, its subsidiaries, affiliates, officers, agents, employees, partners, and licensors make no warranty that (a) the services will meet your requirements; (b) the services will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the services will be accurate or reliable.

**Privacy:** For additional information regarding COMPANY's use of your information, please see our Privacy Notice. You acknowledge and agree that text messaging is provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of text messages 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 text messaging, including expressing your desire to not receive them.

**Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR ANY OTHER DAMAGES, EVEN IF COMPANY 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 TEXT ALERTS. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL COMPANY, 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." COMPANY 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, COMPANY 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 COMPANY'S CONTROL.

**Indemnity:** To the maximum extent permitted by applicable law, you hereby agree to indemnify and hold harmless COMPANY, 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 COMPANY's text alerts.

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

**Governing Law; Enforceability:** Governing law and enforceability of these Text Alerts Terms and Conditions 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 Text Alerts Terms and Conditions will be construed under the laws of the State of Alabama. If any part of these Text Alerts Terms and Conditions 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 Text Alerts Terms and Conditions, and the remaining portions shall remain in full force and effect.

**Annual Notice of Terms and Conditions Incorporated Herein:** You agree that for all matters not explicitly addressed herein, including general terms applicable to both email and text alerts, COMPANY's Annual Notice of Terms and Conditions (the "COMPANY Terms and Conditions") shall apply and are hereby incorporated herein by reference. In addition, you hereby reaffirm your agreement to the COMPANY Terms and Conditions, and your continued use and acceptance of text alerts will mean that you accept the COMPANY Terms and Conditions then in effect. These Terms, and your relationship with COMPANY under them, shall be governed by the laws of Alabama. By using the Alerts, you consent to the exclusive jurisdiction of the state and federal courts in Alabama in all disputes arising out of or relating to these Terms and the Alerts.