



CONWAY CORP TEXT PROGRAM TERMS AND CONDITIONS

Updated August 2022

Governing use of the text messaging program of Conway Corporation hereinafter referred to as “Conway Corp.” The text messaging program being hereinafter referred to as the “Text Program.” As a registered participant and user in the Text Program, you have the ability to send certain messages to Conway Corp about your account and receive back messages about your account.

By sending a text message for participating in the Text Program or by using the Text Program at any time, you are agreeing to the Text Program terms and conditions set forth herein or as subsequently amended, modified or changed by Conway Corp. These terms and conditions are subject to change at the sole discretion of Conway Corp without any notice to text program participants.

To participate in the text program, you must have a device enabled for text messaging. **Text messaging and data rates may apply.** Message frequency varies.

You have the ability to discontinue your participation in Conway Corp’s Text Program at any time by texting “**STOP**” to 501-450-6000. For additional information, including frequently asked questions, visit ConwayCorp.com.

TERMS AND CONDITIONS

1. Cost of Participation

While the Text Program is complimentary and requires no purchase or fee for participation, message and data rates may apply, and may be billed on your wireless phone bill or deducted from your prepaid balance. Check with your carrier for details.

2. User Conduct

You agree not to send or otherwise make available content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or contains hate language. Conway Corp assumes no liability or responsibility for such content nor does it warrant, guarantee, recognize or adopt the accuracy, completeness or truth of said content.

You acknowledge that Conway Corp may or may not pre-screen text message content you provide, but you acknowledge and agree that Conway Corp shall have the right, without obligation and in its sole discretion, to pre-screen, refuse or remove any content you make available, including content that violates this section.

You agree to provide true, accurate and complete information about yourself during the Text Program registration process and to update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Conway Corp suspects that your information is untrue or inaccurate, not current, or incomplete, Conway Corp may suspend or terminate such text program registration and/or access or refuse current or future access.

3. Rights

By sending text messages, you grant to Conway Corp, without award, fees or payment to you, the perpetual, irrevocable and fully assignable rights to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display any and all text message content provided by you to Conway Corp (in whole or in part) and to incorporate such content into other works in any format now known or later developed.

4. Confirmation, Opting Out and Discontinuing Use of the Text Program or Asking Questions

You understand and agree that you will receive a confirmation text message for each text message sent to Conway Corp. To opt-out and discontinue the Text Program, please send the keyword “ **STOP** ” to 501-450-6000. If you experience any problems with opting out of the Text Program, or if you need help or additional information related to the Text Program, please call Conway Corp at at 501-450-6000.

5. Security and Privacy

- a) It cannot be assured that information transmitted over the internet and stored on computers connected to the internet can be private or secure. Conway Corp shall endeavor to maintain the security and privacy of the information it receives in accordance with Conway Corp’s Privacy Policy. Notwithstanding the foregoing, Conway Corp makes no representation, guarantee or warranty that such information will be kept private or secure, and by utilizing the text program you affirmatively waive, release and discharge Conway Corp from any liability arising from or associated with the utilization of the text program and/or any breach in privacy, confidentiality or security thereof and you agree to the disclaimer and limitation of liability provisions set forth in paragraphs 7 and 8 below.

- b) You shall be responsible for the use, security, and safeguarding of such user’s identification, password, Conway Corp account information, and other confidential information. Conway Corp shall have no responsibility or liability for damages resulting from the theft or unauthorized use of a user’s identification, password, Conway Corp account information or other confidential information, including but not limited to the user’s tax identification number, social security number, personal information or data including but not limited to address, telephone number, credit card number, or bank account number (“User Confidential Information”).

- c) Each participant/user of the Text Program acknowledges and agrees that Conway Corp may engage and use one or more outside vendors to host and/or maintain the Text Program and that any such vendor may have access to the User Confidential Information of the participants/users of the Text Program. Each participant/user expressly authorizes Conway Corp to provide each such vendor with access to such User Confidential Information in connection with the limited purpose of hosting and/or maintaining the Text Program.

6. No Guarantee of Timely Delivery of Messaging

Conway Corp is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered, incomplete or inaccurate messages resulting from any form of filtering or otherwise by your mobile carrier or service provider or any other third party supplier or entity. Carriers are not liable for delayed or undelivered messages.

7. Disclaimer of Warranties

You expressly understand and agree that your participation in the Conway Corp Text Program is at your sole risk. The Text Program is provided on an “as is” and “available” basis. Conway Corp and its affiliates, officers, agents, employees, partners, contractors, consultants, licensors and/or suppliers expressly disclaim all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Conway Corp and its affiliates, officers, agents, employees, partners, contractors, consultants, licensors and suppliers make no warranty that (a) the Text Program will meet your requirements; (b) the Text Program will be private and free from unauthorized access, uninterrupted, timely, secure or error free or (c) the results that may be obtained from the use of the Text Program will be accurate or reliable.

8. Limitation on Liability

To the fullest extent permitted by law, you expressly understand and agree that Conway Corp and its affiliates, officers, agents, employees, partners, contractors, consultants, licensors and suppliers shall not be liable to you for any damages, costs or expenses incurred by you or for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use of data or other intangible losses, even if Conway Corp has been advised of the possibility of such damages, resulting from the use or the inability to use the Text Program, unauthorized access to or alteration of your transmissions or data, statements or conduct by anyone, including any third party, any breach or claimed breach of security, confidentiality or privacy or any other matter relating to the Text Program.

9. Suspension or Termination of Text Program

Conway Corp reserves the right, in its sole discretion, to cancel or suspend any or all of its Text Program, in whole or in part, or your participation therein, for any reason, or without (a) any notice to participants

of the Text Program, including you, or (b) any obligation of Conway Corp to offer or support any similar replacement program or service.

10. Applicable Law and Disputes

These Terms and Conditions and Conway Corp's relationship with you regarding the Conway Corp Text Program are governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.

11. Other

These Terms and Conditions, as may hereinafter be amended, modified or changed by Conway Corp, contain the entire agreement between you and Conway Corp regarding the use of the Conway Corp Text Program, and supersede all prior understandings related to use of the Text Program. If any part of these 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 Terms and Conditions, and the remaining portions shall remain in full force and effect.

12. Contact Us

If you have any questions or concerns about the Conway Corp Text Program, please contact our Customer Care team at 501-450-6000.

BY PARTICIPATING IN THIS TEXT PROGRAM, THE PARTICIPANT AND ANY USER THEREOF ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND ACKNOWLEDGES, AGREES, AND CONSENTS TO SAME.