

Mobile Messaging Terms and Conditions

Last updated: June 10, 2024

These Mobile Messaging Terms and Conditions (the “Mobile Messaging Terms”) are a legal agreement between you and Foley Inc. (“Foley,” “we,” “us,” or “our”). Foley operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms. The Program and our policies with respect to the collection and use of such personal information are also governed according to our Privacy Policy (located at <https://www.foleyinc.com/privacy-policy/>) and our Terms of Use (located at <https://www.foleyinc.com/legal-notices/>), which are hereby incorporated by reference in their entirety. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms, our Privacy Policy and our Terms of Use.

If you accept or agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity. Capitalized terms not defined in these Mobile Messaging Terms shall have the meaning set forth in our Privacy Policy and/or Terms of Use.

1. PROGRAM DESCRIPTION.

We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our products and services and may include promotions, specials, other marketing offers, and abandoned checkout reminders. Transactional messages relate to an existing or ongoing transaction and may include order notifications and updates, product updates, appointment reminders, and other transaction-related information. Mobile messages may be sent using automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary but will not exceed 3 messages per month. You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes, except in connection with marketing purposes. We do not charge for mobile messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for short message service and multimedia message alerts.

2. USER OPT-IN.

By providing your mobile phone number to us, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at info@foleyinc.com. Your participation in the Program does not require that you make any purchase from us and your participation in the Program is completely voluntary.

3. USER OPT-OUT AND SUPPORT.

You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply **STOP** to the mobile number the message is sent from. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. If you want to join the Program again, just sign up as you did the first time, and we will start sending messages to you again. For support, reply **HELP** to any mobile message from us.

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. DISCLAIMER; LIMITATION OF LIABILITY.

THE PROGRAM AND ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE PROGRAM ARE PROVIDED BY FOLEY ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU AGREE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL BE LIABLE FOR ANY FAILED, DELAYED, OR MISDIRECTED DELIVERY OF ANY MOBILE MESSAGE OR INFORMATION SENT THROUGH THE PROGRAM.

5. MODIFICATIONS.

We may modify or cancel the Program or any of its features at any time, with or without notice. These Mobile Messaging Terms are effective as of the last updated date stated at the top. We may change these Mobile Messaging Terms from time to time with or without notice to you. Any such changes will be posted on our Website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

6. CONTROLLING LAW.

These Mobile Messaging Terms, the Program and any action related thereto will be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions.

7. HOW TO CONTACT US.

If you have any questions about these Mobile Messaging Terms or the Program, please contact us via email at info@foleyinc.com.