Text Message Terms & Conditions

By requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages from EKO Services LLC ("**Sender**", "**we**", "**us**", "**our**") through Sender's messaging platform ("**Platform**"), you accept these Terms & Conditions ("**Opt-In**").

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern and limit how claims you and the Sender have against each other are resolve. It also contains an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration and (A) you will only be permitted to pursue claims against the Sender on an individual basis, not as part of any class or representative action or proceeding and (B) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Opting In

- You authorize Sender to use auto dialer or non-auto dialer 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 Sender 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 of any of Sender's offerings.
- 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.
- You agree that, in addition to the main messages that Sender may provide, 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. You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.
- Unless otherwise noted, Sender may send multiple, recurring messages and frequency may vary. Sender may terminate any messaging services 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. 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 our Privacy Policy https://327240dd-a5b0-420d-b625-053e397d28b4.filesusr.com/ugd/dd9086_05068481bbc14709aac1dfd12819ab38.pdf. To contact Sender customer service, at support@ekodumpsters.com.
- You may text STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to opt-out of messages or for additional help, text HELP. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out. You

may receive an additional mobile message confirming your decision to opt out. These Terms & Conditions still will apply if you withdraw the consent mentioned above.

- To request a free paper or email copy of the Opt-In, or to update our records with your contact information, or receive help with any messages, please contact us at support@ekodumpsters.com. Minimum technology requirements may apply for electronic records.

Dispute Resolution

- Any dispute or claim arising out of or relating in any way to the Platform 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 Terms & Conditions.
- 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.
- To begin an arbitration proceeding, you must send a demand to the American Arbitration Association describing your claim and serve a copy of the demand to CustomerService@adr.org. The arbitration will be conducted by the American Arbitration Association under its rules, including the American Arbitration Association Supplementary Procedures for Consumer-Related Disputes. The American Arbitration Association rules and the form for filing an arbitration claim are available at CustomerService@adr.org. Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than $10,000 unless the arbitrator determines your claims are frivolous. Likewise, Sender will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.
- You and Sender 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, you and Sender 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.
- You and Sender also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.
- If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. These dispute resolution provisions shall survive any cancellation or termination of your agreement to engage with the Platform.
- Sender’s third-party service providers are a third-party beneficiary of these Terms & Conditions, including with respect to the dispute resolution procedures set forth above.

Limitations; Restrictions; Miscellaneous

- THIS PLATFORM AND ALL CONTENT PROVIDED IN CONNECTION THEREWITH IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Platform, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will opt-out of the Platform by using process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms & Conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to engage with the Platform.
- YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDE
- You may not use of engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's applicable laws, rules, and regulations to use and/or engage with the Platform.
- You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes: (a) any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity; (b) objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age; (c) pirated computer programs, viruses, worms, Trojan horses, or other harmful code; (d) any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received; (e) any personal information or any content that implicates and/or references protected personal information, including information that is protected by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act; and (f) any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.
- You represent warrant and represent to Sender that you have all necessary rights, power, and authority to agree to these Terms & Conditions and perform your obligations hereunder, and

nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms & Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms & Conditions will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Platform shall be subject to these Terms & Conditions unless explicitly stated otherwise in writing. We reserve the right to change these Terms & Conditions from time to time. Any updates to these Terms & Conditions shall be communicated to you. You acknowledge your responsibility to review these Terms & Conditions from time to time and to be aware of any such changes. By continuing to participate in the Platform after any such changes, you accept these Terms & Conditions, as modified.

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