

## SMS Terms and Conditions

Lakes Computer sends periodic autodialed text messages with marketing offers. You will only receive these marketing messages if you have opted into receive communications from Lakes Computer. These are the terms that govern the use of SMS/text messaging. By consenting to receive text messages, you agree to be bound by these Terms and Conditions (“Terms”).

PLEASE READ THE TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS, YOUR USE OF THE SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION.

Please review our Privacy Policy to understand how we collect, use, and share your personal information. Our Privacy Policy is incorporated by reference in these Terms.

By voluntarily providing Lakes Computer with your contact information, you agree to receive periodic recurring autodialed marketing messages at the mobile number that you provided to Lakes Computer when you opted in. Although texting services provided by Lakes Computer are free, message and data rates may apply. You should check with your wireless carrier if you have questions about your plan and its coverage. Lakes Computer is not liable for Telephone Consumer Protection Act (TCPA) violations caused by a carrier network failure or malfunction. Under no circumstances will Lakes Computer be liable for any direct or indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with use of text messaging whether or not Lakes Computer has been advised of the possibility of such damages.

Text messaging may not be available via all carriers. Lakes Computer does not guarantee the successful delivery of text messages by your wireless provider. Lakes Computer and mobile carriers are not liable for delayed or undelivered messages. Lakes Computer will not be liable for losses or damages arising from non-delivery, delayed delivery, or misdirected delivery of a text message; inaccurate or incomplete content in a text message; or use or reliance on the content of any text message for any purpose.

Messaging frequency may vary. Unless otherwise noted, Lakes Computer sends multiple, recurring messages. Lakes Computer may stop texting you 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 SMS Terms & Conditions still will apply.

You may still receive informational and/or emergency alert texts from Lakes Computer. If you change or deactivate your mobile number, you must notify Lakes Computer of this change at [service@lakescomputer.com](mailto:service@lakescomputer.com) or by calling (218) 844-5794.

You represent that you are the account holder for the mobile telephone number(s) that you provide. Lakes Computer is not liable for any communication or transmission of information by text which happens because you did not report that your mobile number changed. Password-protecting mobile device(s) and enabling encryption, if available, is recommended.

For more information, contact Lakes Computer at [service@lakescomputer.com](mailto:service@lakescomputer.com) or by calling (218) 844-5794.

You agree that Lakes Computer, at its sole discretion, may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Lakes Computer's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Lakes Computer text messages will indicate your acceptance of those changes. If you do not accept the changes, your sole remedy is to withdraw consent by calling (218) 844-5794.

Lakes Computer may suspend or terminate your receipt of Lakes Computer text messages if Lakes Computer believes you are in breach of these SMS Terms and Conditions. Your receipt of Lakes Computer text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Lakes Computer reserves the right to modify or discontinue, temporarily or permanently, all or any part of Lakes Computer text messages, with or without notice.

#### **AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

Except for disputes brought in small claims court, any dispute arising out of or relating to the Terms or any relationship between the parties, or any of their parents, subsidiaries, affiliates, successors, officers, directors, or employees, heirs and permissible assigns, without limitation, no matter how described, pleaded or styled, will be resolved through final, binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration will be conducted by a single, neutral arbitrator chosen by the parties, who shall be a retired judge or a lawyer with at least ten years of active practice in technology law. The arbitration shall be conducted under the Consumer-Related Disputes Supplementary Procedures and expedited procedures of the American Arbitration Association ("AAA"). Information about the AAA arbitration process and the AAA Consumer Rules can be obtained at [www.adr.org](http://www.adr.org). The arbitration will be conducted by

telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration. The arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties. The parties agree that the arbitrator, and not a court, will have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be paid by Lakes Computer. Each party will pay for its own attorneys' fees and costs. Any dispute or claim will be brought solely in that party's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, their representatives, and the AAA. The parties agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial for any dispute to which this agreement applies and any dispute will be commenced and maintained exclusively in the state or federal courts in Pennsylvania and the parties each consent to the personal jurisdiction of the courts. This provision survives the termination of the Terms. Notwithstanding anything herein to the contrary, you retain the right to pursue any claim in a small claims court and proceed on an individual basis for any such claim that is within the court's jurisdiction.

BY ACCEPTING THE TERMS, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

**GOVERNING LAW**

Any dispute arising from these Terms or your access to or participation texts from Lakes Computer will be governed by and construed and enforced in accordance with the laws of Pennsylvania, without regard to conflict of law rules or principles.