

Mobile Messaging Terms and Conditions

Champions Path, LLC (hereinafter, “We,” “Us,” “Our”) is offering a mobile messaging program (the “Program”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (these “Terms”), the Privacy Policy, and Terms and Conditions (the “General Terms”) (the Terms, Privacy Policy, and General Terms are referred to collectively as the “Agreement”). The General Terms can be found at www.championspath.net and the Privacy Policy can be found at www.championspath.net opting in to or participating in the Program, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. These Terms are limited to the Program and are not intended to modify the General Terms or the Privacy Policy that may govern the relationship between you and Us in other contexts.

Program Description: We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote Our services and may include specifics about Our services, promotions, specials, and other marketing offers. Transactional messages relate to an existing or ongoing transaction and may include order notifications and updates, course reminders, and other transaction-related information. Mobile messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary. We reserve the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. We also reserve the right to change the short code or phone number from which messages are sent and we will notify you when we do so. 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. Not all mobile devices or handsets may be supported, and our messages may not be deliverable in all areas. Champions Path, LLC, Our service providers, and the mobile carriers supported by the Program are not liable for delayed or undelivered messages. 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 SMS and MMS alerts.

User Opt-In: The Program allows users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method that you utilized to join the Program, you agree that these Terms apply to your participation in the Program. By participating in the Program, you agree to receive recurring automated promotional and personalized marketing text messages (e.g., SMS and MMS) from **Champions Path, LLC**, including text messages that may be sent using an automatic telephone dialing system, to the phone number associated with your opt-in. Consent to receive automated marketing text messages is not a condition of any purchase. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”).

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User Opt-Out: You may opt-out of the Program at any time. If you do not wish to continue participating in the Program or no longer agree to the Agreement or these Terms, you agree to reply STOP to any mobile message from Champions Path, LLC in order to opt out of the Program. After texting STOP, you may continue to receive text messages for a short period while we process your request, and you will receive at least one additional message confirming that your request has been processed. You understand and agree that the foregoing is the only reasonable method of opting out. You acknowledge that Our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword command and agree that Champions Path, LLC and Our service providers will have no liability for failing to honor such requests. If you unsubscribe from one of Our text message programs, you may continue to receive text messages from Champions Path, LLC through any other programs you have joined until you separately unsubscribe from those programs.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out 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. 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 participate in the Program.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD CHAMPIONS PATH, LLC 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 PROVIDED.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us. You agree that you are solely responsible for all message and data charges that apply to mobile messages. All such charges are billed by and payable to your mobile service provider.

Support Instructions: For support regarding the Program, text HELP to the number you received messages from or email us at info@championspath.net. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt-outs must be submitted in accordance with the procedures set forth above.

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MMS Disclosure: The Program will send SMS Fallback Messages if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. 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. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

Participant Requirements: 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.

Age Restriction: You may not use or engage in the Program if you are under thirteen (13) years of age. If you use or engage in the Program 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 in the Program, 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 in the Program or are of adult age in your jurisdiction. By using or engaging in the Program, you also acknowledge and agree that you are permitted by your jurisdiction’s laws to use and/or engage in the Program.

Prohibited Content: You acknowledge and agree to not send any prohibited content through the Program. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITEC” Act);
- Any other content that is prohibited by applicable law in the jurisdiction from which the message is sent.

Dispute Resolution: Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Indiana in each case located in the County of Hamilton, and each party

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irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE TERMS, YOU AND CHAMPIONS PATH, LLC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION SUIT.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms 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 is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing.

Modifications: We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.