

# Tactacam Messaging Terms & Conditions

You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from Tactacam, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply.

Message frequency will vary. Tactacam reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Tactacam also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Tactacam, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

You also agree to our [Tactacam Terms of Use](#) and [Tactacam Privacy Policy](#).

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

## **Cancellation**

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode

you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that Tactacam and its 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 Tactacam through any other programs you have joined until you separately unsubscribe from those programs.

## **Help**

Text the keyword HELP to our shortcode to return customer care contact information.

## **Contact**

This message program is a service of Tactacam, located at 1668 Jordan West Rd., Decorah, IA 52101.

## **Dispute Resolution**

1. General. In the interest of resolving disputes between you and Tactacam in the most expedient and cost effective manner, you and Tactacam agree that any dispute arising out of or in any way related to these messaging terms and conditions ("Messaging Terms") or your receipt of text messages from Tactacam or its service providers will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Messaging Terms, or your receipt of text messages from Tactacam or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND Tactacam ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO

AND GOVERNED BY THE FEDERAL ARBITRATION ACT.

2. Exceptions. Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Tactacam to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.
3. Arbitrator. Any arbitration between you and Tactacam will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Messaging Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Tactacam. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
4. Notice; Process. If you or Tactacam intends to seek arbitration, then the party seeking arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Tactacam address for Notice is: 1668 Jordan West Rd., Decorah, IA 52101, Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). You and Tactacam will make good faith efforts to resolve the claim directly, but if you and Tactacam do not reach an agreement to do so within 30 days after the Notice is received, you or Tactacam may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Tactacam must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. (e) Fees. If you commence arbitration in accordance with these Messaging Terms, Tactacam will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. If the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Tactacam for all monies previously disbursed by it that are otherwise your

obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. You and Tactacam agree that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from you or Tactacam made within 14 days of the arbitrator's ruling on the merits.

5. No Class Actions. YOU AND Tactacam AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tactacam agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
6. Modifications to this Arbitration Provision. Notwithstanding anything to the contrary in these Messaging Terms, if Tactacam makes any future change to this arbitration provision, other than a change to Tactacam address for Notice, you may reject the change by sending us written notice within 30 days of the change to Tactacam address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Tactacam.
7. Enforceability. If an arbitrator decides that applicable law precludes enforcement of any of the limitations of subsection (f) above (addressing class, representative and consolidated proceedings) as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in court. If any other provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.