



## SMS/TEXT NOTIFICATION TERMS AND CONDITIONS

Last Updated: July 22, 2021

This Policy describes the principals of SMS/Text Notification services provided by Hilton Development Group, Inc. (HDG), or otherwise originating from HDG, in connection with use by the Customer and other users of the Solution.

Please read this SMS/Text Notification Policy carefully, as it explains how HDG respects and handles the applicable rights of our Customers.

HDG shall be entitled to unilaterally review and amend this Policy from time to time. Therefore, HDG advises to periodically review the Policy in the case of any changes to it. Continued use of the Solution means the consent to any such changes.

If the Customer or other users do not agree with any or all terms of this Policy or any possible changes to it, then they should immediately cease using the Solution and contact HDG.

### 1. Definitions

- 1.1. **Alarm(s).** “Alarm” means a specific condition or status of a Wireless Device, which may be in related to an Asset.
- 1.2. **Alarm Contact(s).** “Alarm Contact” means the intended recipient(s) of an Alert for which the Customer has designated within the Solution.
- 1.3. **Alert(s).** “Alert” means the SMS/Text Notification originating from HDG to the Customer for the intended purpose of conveying details of or pertaining to an Alarm.
- 1.4. **Asset(s).** “Asset” means any individual, vehicle, structure, or other item which Customer may use the Solution to monitor, locate, or otherwise receive information about.
- 1.5. **Customer(s).** “Customer” means legal persons, who subscribe to, or otherwise use any Solution(s) provided by HDG or its affiliates.
- 1.6. **Information.** “Information” means any information that could be used to identify an individual. It does not include information that is encoded or anonymized, or publicly available information that has not been combined with non-public information.
- 1.7. **Solution(s).** “Solution” means the software, web-based or native mobile application, and relative components or services thereof which have been developed and are being offered in connection with the purpose of communicating with specific wireless devices and may assist in receiving, displaying, or otherwise providing information relative to an asset.
- 1.8. **User Agreement(s).** “User Agreement” means the specific agreement between HDG and the Customer, which governs the parties relative to a particular Solution.
- 1.9. **Wireless Device(s).** “Wireless Device” means a hardware component which may generate, send, receive, or otherwise manipulate and transmit data using a cellular or other network that communicates by transmitting signals through the air.

### 2. Terms and Conditions

- 2.1. **Use of SMS/Text Notifications.** HDG will only use SMS/Text Notifications for the purpose of sending an Alert(s) for any applicable Alarm(s) to an Alarm Contact(s). Furthermore, HDG will NOT use SMS/Text Notifications for any messages which may be construed as for the purpose of marketing or solicitation.
- 2.2. **Alarm Contacts.** Customer shall be solely responsible for the initial entry of, all changes to, and removal of any Alarm Contact(s). HDG will not be liable for any incorrectly entered Information or any failure to change or remove Information.

- 2.3. **Opting-In.** Customer is required to Opt-In to receive SMS/Text Notifications from HDG when initially entering or making changes to all Alarm Contact(s). Furthermore, by clicking the “SUBMIT” button to save said Alarm Contact(s), within the Solution(s), you, the Customer expressly consent to receiving recurring Alert(s) and warrant that you are authorized to provide such consent for the specific mobile phone number being provided. In the event that any Customer(s) refuse to Opt-In for any reason, said Customer(s) will be unable to proceed with entering or making changes to that particular Alarm Contact.
- 2.4. **Fees.** HDG does not charge additional fees for SMS/Text Notifications, unless such fees are explicitly stated within the Customer(s) subscription service plan or User Agreement. However, certain message and data rates may apply from applicable carriers.
- 2.5. **Frequency.** HDG will send Alert(s) only as frequently as necessary to notify Customer(s) of Alarm(s), per Customer(s) self-defined preferences as configured within the Solution(s). Frequency of message delivery will vary.
- 2.6. **More Information.** For more information, reply “HELP” to the short code Alert(s) are sent from. Inquiries can also be submitted to [info@HDGmobile.com](mailto:info@HDGmobile.com), or by calling (847) 888-4712 Monday through Friday, between the hours of 9:00 AM and 5:00 PM Central Time.
- 2.7. **Opting-Out.** To stop receiving Alert(s), reply or text “STOP” to the short code Alert(s) are sent from. After doing so, you will no longer receive Alert(s) from HDG. In the event, that a Customer(s) wish to begin receiving Alert(s) again, they will need to contact HDG for assistance by sending an email to [info@HDGmobile.com](mailto:info@HDGmobile.com), or by calling (847) 888-4712 Monday through Friday, between the hours of 9:00 AM and 5:00 PM Central Time.
- 2.8. **Privacy.** HDG will use the Information obtained in connection with SMS/Text Notifications in accordance with this Policy, the SMS/Text Notification Policy, and any applicable User Agreement. The Information collected relative to SMS/Text Notifications may include but is not limited to the following: Customer’s name, mobile phone number, and texting preferences (opt-ins and opt-outs). HDG utilizes industry standard security measures intended to protect Information but cannot guarantee the absolute security in transit or storage. Furthermore, Customer’s wireless carrier may collect data about Customer’s wireless device usage, and its practices are governed by its own policies; therefore, neither HDG or its affiliates are able to guarantee any security or privacy of Information relative to such context. Additional information can be found in the [HDG Privacy Policy](#).

### 3. Miscellaneous

- 3.1. **Prevailing Document.** In the event that any conflict shall arise between this Policy and any Solution’s User Agreement, the User Agreement shall prevail.
- 3.2. **Customer Waiver.** Customer shall waive any and all right of claim against, and indemnify, HDG for any actions arising from Alert(s) or the use thereof. For the avoidance of doubt, this waiver is specifically related to regulatory compliance, which may or may not be applicable, which would result in unreasonable restrictions on Alert(s) being sent to the Customer. Furthermore, this waiver shall include, without limitation, claims relative to the context of the time of day when an Alert(s) is sent or received, claims relative to the context of Alert(s) being sent to or received by a mobile phone number which is on The National Do Not Call Registry, or other claims of a relative context.
- 3.3. **Carrier Participation.** Participation is determined by the Carrier and may vary or change at any time. Therefore, HDG cannot guarantee the participation of any Carrier.
- 3.4. **Performance Liability.** HDG does not guarantee that Alert(s) will be delivered and will not be liable for delayed or undelivered Alert(s) or messages. Furthermore, HDG will not be liable for any delayed or undelivered Alert(s) resulting from the Customer Opting-Out, whether intentional or accidental.
- 3.5. **HDG Contact Information.** Inquiries about this Policy may be submitted to [info@HDGmobile.com](mailto:info@HDGmobile.com), or by calling (847) 888-4712 during normal business hours (Monday through Friday, from 9:00 AM to 5:00 PM CST).