

## **Deer Management Systems/ Tactacam Messaging Terms & Conditions**

By accepting these Deer Management Systems/ 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 Deer Management Systems LLC d/b/a DMS or Tactacam ("Company", "we", "our" or "us") and our parent, subsidiaries and affiliated companies 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. You also agree to our Deer Management Systems/ Tactacam Terms of Use and Deer Management Systems/ Tactacam Privacy Policy. Msg & Data rates may apply.

Message frequency will vary. Company 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. Company 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. Company, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

As of the Revision Date, 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, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

## **Cancellation**

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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 Company 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 Company 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 Company, with offices at 110 N Sunset Blvd, Caledonia, Minnesota 55921.

### **Chatbots**

Our websites feature “chatbots”, such chats may be recorded; remaining on the line implies consent; if you do not consent, simply terminate the chat; we retain a third party to operate this feature, and your information will be shared with the third party.

### **Dispute Resolution**

#### **1. General.**

In the interest of resolving disputes between you and Company in the most expedient and cost-effective manner, you and Company 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 Company 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 Company or its service providers whether based in contract, tort, statute, fraud,

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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 COMPANY 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 Company 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 Company 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 <https://www.adr.org> by calling the AAA at 1-800-778-7879, or by contacting Company. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

## **4. Notices.**

If you or Company 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"). Company address for Notice is: 110 N Sunset Blvd, Caledonia, Minnesota 55921, 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 Company will make good faith efforts to resolve the claim directly, but if you and Company do not reach an agreement to do so within 30 days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Company 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, Company 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 Company 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 Company 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 Company made within 14 days of the arbitrator's ruling on the merits.

#### **5. No Class Actions.**

YOU AND Company 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 Company 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 Company makes any future change to this arbitration provision, other than a change to Company address for Notice, you may reject the change by sending us written notice within 30 days of the change to Company 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 Company.

#### **7. Enforceability.**

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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.