

SMS Terms of use

NEMALUX INC. TEXT MESSAGING TERMS OF USE

By "Opting In" to or using a "Text Message Service" (as defined below) from Nemalux Inc., you accept these Terms & Conditions. [IF APPLICABLE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED BELOW.]

This agreement is between you and **Nemalux Inc.** or one of its affiliates. All references to "**Nemalux Inc.**," "we," "our," or "us" refer to **Nemalux Inc.**, 1881 120 Ave NE Calgary, AB, Canada T3K 0S5.

DEFINITIONS

"Opting In," "Opt In," and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages.

"Text Message Service" includes any arrangement or situation in which we send one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, or successor protocols or technologies).

CONSENTING TO TEXT MESSAGING

By consenting to receive text messages from us, you agreed to these Text Messaging Terms and Conditions, as well as our general policies Nemalux.com/policies, incorporated herein by reference.

E-SIGN DISCLOSURE

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

NEMALUX INC. TEXT MESSAGE SERVICE PRIVACY POLICY

We respect your privacy. We only use information you provide through this service to transmit your mobile messages and respond to you. This includes, but isn't limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. Mobile information will not be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. Nonetheless, we reserve the right always to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. This Text Message Service Privacy Policy applies to your use of the Text Message Service and isn't intended to modify our general ["Privacy Policy" OR RELEVANT NAME OF PRIVACY POLICY REFERENCED IN SECTION ABOVE], incorporated by reference above, which may govern the relationship between you and us in other contexts.

COSTS OF TEXT MESSAGES



We do not charge you for the messages you send and receive via this text message service. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

FREQUENCY OF TEXT MESSAGES

This Text Messaging Service is for conversational person-to-person communication between you and our employees. We may send you an initial message providing details about the service. After that, the number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

OPTING OUT OF TEXT MESSAGES

If you no longer want to receive text messages, you may reply to any text message with STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. As a person-to-person communication service, opt-out requests are specific to each conversation between you and one of our employees and their associated phone number. After unsubscribing, we may send you confirmation of your opt-out via text message.

CONTACT US

For support, email info@nemalux.com, contact us at 1-877-636-2589 or contact us on our website at www.nemalux.com.