



## NORTH DAKOTA FARMERS UNION TEXT MESSAGE SERVICE TERMS & CONDITIONS

This Agreement was last updated on October 2, 2018.

These Terms & Conditions govern your use of and participation in North Dakota Farmers Union Text Message Service.

### *Contact Us*

If you have any questions about North Dakota Farmers Union Text Message Service or these Terms & Conditions, [e-mail](#) us, contact us [here](#), or write to us at:

*North Dakota Farmers Union  
1415 12th Ave SE  
PO Box 2136  
Jamestown ND 58401*

### *Terms*

By signing up for our text message service (the “Service”), you (i) consent to receive recurring messages with information, alerts, events, promotions, and offers from North Dakota Farmers Union and its subsidiaries, affiliates, divisions, joint ventures, and service providers and their officers, directors, employees, members, managers, agents, and licensors (collectively “NDFU”) regarding any program, service, or item related to NDFU’s members and business; (ii) agree and consent to receive messages that may be sent in SMS or MMS format, may include marketing content, and may be sent via an automatic telephone dialing system to the mobile number provided at opt-in; (iii) understand you may need to confirm your consent by replying Y to an initial text message sent to you; (iv) understand that you are not required to provide consent to receive text messages via the Service as a condition of any purchase or service; (v) acknowledge and represent to NDFU that you are the owner or authorized user of the mobile phone(s) that you register to use the Service, and are at least 18 years old, an emancipated minor, or if you are under 18 have legal parental or legal guardian consent to participate in the Service and that you have the right, authority, and capacity to agree to and abide by these Texting Terms & Conditions; (vi) understand that NDFU does not charge you for the Service but that your mobile service provider may charge you for sending and/or receiving text messages, as well as any other message and data rates that may apply; and (vii) expressly agree to be bound by these Texting Terms & Conditions, including without limitation, any terms incorporated herein by reference (“Agreement”). If you do not consent to the terms of this Agreement, you must immediately cease using the Service and contact us as provided below.

NDFU provides both the Service and occasional one-time or limited duration text messaging programs. This Agreement governs all NDFU text messages.

NDFU may, at any time, revise or modify this Agreement or impose new conditions for use of the Service. Such changes, revisions, or modifications shall be effective immediately upon notice to you, which may be given by any means including, without limitation, posting on our website or by text message. Any use of the Service by you after such notice shall constitute your acceptance of such changes, revisions, or modifications. NDFU may change or discontinue the service in whole or in part and will give notice by posting on our website or by text message.



## *Enrollment*

You may sign-up for the Service through several different methods: registering through your member account on NDFU's member portal, replying to an email, signing up at an event, providing consent during a telephone call, by texting "NDFU" to 701-401-7260, or completing a web form. Depending on your method of signing up, you may be required to confirm your consent by replying Y to an initial text sent to you to complete your enrollment. After successful enrollment, you will receive a Welcome message confirming your enrollment in the Service.

## *Subscriber Requirements and Limitations*

You must use your own wireless device capable of two-way messaging and use a participating carrier with a telephone area code within the 50 United States, the District of Columbia, or Puerto Rico. By enrolling in the Service, you certify that you are the owner of the mobile number and you agree to promptly notify NDFU if you deactivate your mobile number, no longer own or are no longer the primary user of the mobile number by texting "STOP" to 701-401-7260, [e-mailing](#) us, contacting us [here](#), or calling customer service at 800-366-8331.

If your device does not support MMS alerts, you may receive an SMS alert. NDFU or your wireless carrier are not liable for delayed or undelivered messages. If your mobile operator is not participating, you will not receive a reply to your messages. Some operators may not support some services. Pre-paid users may not be able to participate – check with your mobile service provider.

## *Help Information*

For support regarding the Service, text HELP to 701-401-7260, [e-mail](#) us, contact us [here](#), or call customer service at 800-366-8331.

## *Opt-Out Information*

You may unsubscribe from the Service at any time. To discontinue receiving messages from NDFU, text STOP to 701-401-7260. You may also send your name, mobile phone number, and a statement that you no longer wish to participate in the Service by [e-mailing](#) us or contacting us [here](#). You may receive one (1) additional text message confirming that you have been unsubscribed and will no longer receive messages from NDFU.

We will maintain your opt-out request in our files for the minimum period required by law, or, at our sole discretion, we may maintain the request permanently.

## *Privacy Policy*

NDFU's [Privacy Policy](#) is hereby expressly incorporated into this Agreement. Please be advised that data obtained from you in connection with the Service, including but not limited to your mobile phone number, your carrier's name, the date, time, and content of your messages, and other information you provide to us in connection with the Service will be treated in accordance with our Privacy Policy. By signing up for the Service, you consent to the collection, storage, and processing of such information in accordance with our Privacy Policy.

## *Intellectual Property*

All information and content available through the Service and its look and feel, including but not limited to trademarks, logos, service marks, features, functions, text, graphics, logos, button icons, images, audio clips, data



compilations and software, and the compilation and organization thereof (collectively, the “Content”) is the property of NDFU or the property of our subsidiaries, affiliates, divisions, joint ventures, and service providers and is protected by United States and international laws, including laws governing copyrights and trademarks.

Except as set forth below, or as required under applicable law, neither the Content nor any portion of the Service may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

### *Limited Licenses; Use Restrictions*

We grant you a limited, revocable, non-transferable, and non-exclusive license to access and make personal use of the Service. You understand and agree that you will not do or attempt to do or cause any third party to do or attempt to do any of the following in connection with your use of the Service:

- Use any meta tags, “hidden text”, robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Service, Content, or the personal information of others without our prior written permission or authorization;
- Make any use of the Service or any Content other than for personal use;
- Make any change or alteration to the Service or any Content or services that may appear through the Service;
- Impair in any way the integrity or operation of the Service;
- Modify, reverse engineer or create any derivative works based upon the Service or any Content;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- “Stalk” or otherwise harass including advocating harassment of another, entrap or harm any third party including harming minors in any way;
- Intentionally violate any applicable local, state, national or international law;
- Transmit, upload, post, e-mail, share, distribute, reproduce, or otherwise make available any software viruses, malware, program, code, file, or other material intended to interrupt, disrupt, alter, destroy, or limit any part of the Service; and/or
- Engage or make any unsolicited or unauthorized advertising, solicitation or promotional material, or any form of “spam”.

We also grant you a limited, revocable, non-transferable, and non-exclusive license to share the Content of the Service for personal, non-commercial use only. By sharing the Content of the Service you (i) may not imply that we are endorsing, supporting, or opposing any person, initiative, referendum, product, website or its services or products; (ii) may not misrepresent your relationship with us; (iii) may not alter or modify any text message or Content to contain or appear as if it contains content that could be construed as distasteful, obscene, offensive, controversial, or illegal or inappropriate for any ages (as determined in our sole discretion); and/or (iv) may not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions. We may, in our sole discretion, request that you remove any post, link, website, tweet, photo, or other sharing of our text messages or Content, and upon receipt of such request, you shall immediately remove such post, link, website, tweet, photo, or other sharing method and cease any posting, linking, use on websites, tweeting, photos, or other sharing unless separately and expressly authorized in writing by us to resume.

Any unauthorized use by you of the Service or any and/or all of our Content automatically terminates the limited licenses set forth in this section without prejudice to any other remedy provided by applicable law or this Agreement.



### *Your Feedback*

NDFU appreciates your feedback. By sending us your feedback or ideas, you agree that we may use it in any way, including in changes to our products or services, advertising, or marketing materials. You grant NDFU a perpetual, worldwide, fully transferable, sublicensable, non-revocable, exclusive, royalty-free license to use the feedback you provide to us in any way.

### *Indemnification*

You agree to indemnify, defend, and hold NDFU harmless from and against any and all claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Service, your breach of any provisions of this Agreement, your negligence or willful misconduct, or for claims that information submitted to NDFU infringes on the intellectual property or proprietary rights of a third party.

### *Disclaimer of Warranties*

THE SERVICE AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED IN ACCORDANCE WITH THE NOTICES, TERMS, AND CONDITIONS SET FORTH HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ITS CONTENT ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT, OR UP TO DATE AND WE ASSUME NO OBLIGATION TO UPDATE THE INFORMATION OR CONTENT OF THE SERVICE. THE SERVICE AND ITS CONTENT MAY BE CHANGED FROM TIME TO TIME.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND NDFU HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NDFU DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE OR MATERIALS PROVIDED THROUGH THE SERVICE. NO INFORMATION, ADVICE, OR GUIDANCE, WHETHER ORAL OR WRITTEN, RECEIVED BY YOU FROM THE SERVICE SHALL CREATE ANY WARRANTY. WITHOUT LIMITING THE FOREGOING, NDFU WILL NOT BE LIABLE FOR ANY TRANSMISSION DELAYS OR MESSAGE FAILURES IN THE RECEIPT OF ANY TEXT MESSAGES, AS DELIVERY IS SUBJECT TO THE EFFECTIVE TRANSMISSION FROM YOUR CARRIER AND/OR NETWORK OPERATOR. THE ABOVE EXCLUSIONS MAY NOT APPLY IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES.

### *Limitation of Liability*

IN NO EVENT WILL NDFU BE LIABLE TO YOU OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY PERSON OR ENTITY WHO MAY SUBMIT INFORMATION TO, USE OR RELY ON THE SERVICE OR TO WHOM ANY INFORMATION FROM THE SERVICE MAY BE FURNISHED, FOR ANY (1) LOSS OF PROFITS OR REVENUES, (2) COST OF REPLACEMENT PRODUCTS (3) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY PERSON'S USE, DELAY OR INABILITY TO USE, OR RELIANCE UPON THE SERVICE OR ANY TEXT MESSAGE CONTENT, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF FORESEEABLE. USE OF THE SERVICE IS AT YOUR SOLE RISK. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE



LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF NDFU IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

THIS DISCLAIMER OF LIABILITY APPLIES, WITHOUT LIMITATION, TO DAMAGES THAT RESULT FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT OR TORTIOUS BEHAVIOR. YOU SPECIFICALLY ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NDFU IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

### *Arbitration Notice*

EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION/CLASS-ACTION WAIVER/DISPUTE RESOLUTION PROVISION BELOW, YOU AND NDFU AGREE THAT DISPUTES BETWEEN YOU AND NDFU WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THAT MEANS THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE AND THAT YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

Please read this carefully. It affects your rights.

BOTH YOU AND NDFU WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING OR RESOLVE ANY DISPUTE AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION. BOTH YOU AND NDFU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION RELATED TO ANY DISPUTE THAT IS BROUGHT BY ANYONE ELSE. NOTWITHSTANDING ANY PROVISION IN THE JAMS (DEFINED BELOW) RULES TO THE CONTRARY, THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY OR ANY JURISDICTION TO HEAR THE ARBITRATION AS A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR TO CONSOLIDATE, JOIN, OR OTHERWISE COMBINE THE CLAIMS OF DIFFERENT PERSONS INTO ONE PROCEEDING.

You agree that this Agreement and your participation in the Service are governed by the laws of the State of North Dakota without giving effect to any choice or conflict of law provision or rule. The parties each agree to finally settle all disputes only through arbitration; provided, however, NDFU shall be entitled to seek injunctive or equitable relief in the state and federal courts in Cass County, North Dakota, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Agreement will be resolved solely by binding arbitration before one (1), neutral arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to oversee the arbitration, either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place in Cass County, North Dakota. The federal or state law that applies to this Agreement will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate does not apply and the dispute must be brought in a court of



competent jurisdiction in Cass County, North Dakota. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. The parties agree to each pay their half of the administrative and arbitrator's fees. Each party agrees to pay its own expenses, including but not limited to attorneys' fees, travel, and any other fees and costs incurred related to the arbitration or incurred to attend or participate in the arbitration hearing. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of this Agreement or the Service.

### *Insurance Fraud*

Fraud is an act committed knowingly and with intent to defraud by, for example, presenting false information related to an application for insurance, an insurance claim, or payments for insurance. If you suspect fraud, contact Farmers Union Insurance immediately. We are committed to keeping the identity of the reporting party confidential to the extent possible. If Farmers Union Insurance suspects any fraud has been conducted in your use of this Service, your access to the Service will be terminated immediately and we will report any suspected fraud to the authorities.

### *Your Obligations and Responsibilities*

By accessing or using the Service, you agree that you will comply with this Agreement. You agree that when accessing or using the Service, you will act in accordance with the law, custom and in good faith. Without limiting the generality of any other provision of this Agreement, if you default negligently or willfully in any of the obligations set forth in this Agreement, you shall be liable for all the losses and damages that this may cause to us, our subsidiaries, affiliates, divisions, joint ventures, and service providers.

### *General*

The Service is only designed to provide general information about NDFU and its subsidiaries, affiliates, divisions, joint ventures, and service providers and their products and services. We do not provide legal, accounting, medical or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

Nothing contained in the Service shall constitute a solicitation, offer or acceptance of a contract or a contract of insurance or be construed as creating or modifying any agreement with NDFU or Farmers Union Insurance.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision of this Agreement shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

The headings in this Agreement are for convenience only and shall not be used in its interpretation.

### *Severability*

If any provision of this Agreement is invalid or unenforceable under applicable law, or so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole but this Agreement shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.



### *Entire Agreement*

This Agreement, together with our [Privacy Policy](#), which is incorporated herein by reference, constitutes the sole and entire agreement between you and NDFU with respect to the Service, and supersedes and governs all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service.