

CHAMPION FORCE REMINDER ALERTS MOBILE MESSAGING TERMS OF USE

1. **Service.** Champion Force (“We,” “Us,” “Our”) is offering a mobile messaging service (“**Champion Force Reminder Alerts**” or the “**Service**”), subject to these Mobile Messaging Terms of Use (the “**Terms**”). If you do not wish to receive SMS or MMS messages from Us or no longer agree to these Terms, you must reply “**STOP**” to a SMS or MMS message from Us.
2. **User Opt In:** The Service allows users to receive SMS/MMS mobile messages from Us by indicating each user’s desire to receive such messages (“**Opt In**” or “**Opting In**”). Regardless of the Opt In method you used, you agree that these Terms apply to your participation in the Service. By providing your mobile number and checking the SMS opt-in box on our registration form, you consent to receive automated SMS or MMS messages sent to you by Us or our designee via an automatic telephone dialing system (“**ATDS**” or “**autodialer**”).
3. **Service Description:** Without limiting the scope of what communications We may send, users that Opt In to the Service can expect to receive messages concerning scheduling updates, reminders, and other information deemed relevant by Us.
4. **Cost and Frequency:** Message and data rates may apply. The Service involves recurring mobile messages, and additional mobile messages may be sent based on your interaction with Us. Message frequency varies due to the complexity of each student’s specific circumstances within our program. Messaging can be used for, but not limited to general class updates, cancellations, absences, competitions, clinics, deadlines, and other important program information.
5. **Contact Information:** For support, text “**HELP**” to 53268 or to any of Our mobile messages, or email info@championforce.com.
6. **User Opt Out and Additional Commands:** To opt out (discontinue receiving messages from Us), reply “**STOP**” to any of Our mobile messages from your mobile device. This is the easiest and preferred method to opt out of the Service. For additional support, text “**HELP**” to 53268.
7. **Our Warranty:** We will not be liable for any delays or failures in the receipt of any mobile messages connected with the Service. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator, and is outside of Our control.

8. Privacy Policy: By opting into the Service or otherwise sharing your personal information with Us in connection with the Service, you expressly consent to Our Privacy Policy located at <https://championforce.com/privacy-policy/>, including but not limited to, Our use, sharing, exchange, and/or disclosure of your information as further outlined in that policy.

9. Miscellaneous

- 9.1.** By Opting In and receiving messages from Us, you represent and warrant that you are able to form a binding agreement with Us; that your doing so is not a violation of any law, rule, or regulation; that your doing so is not a violation of any other agreement; and that you have the right, power, and authority to enter into a binding contract in the jurisdiction in which you are located when you Opted In to the Service.
- 9.2.** No waiver of any rights one Party has under these Terms will be deemed a waiver of any other provision of these Terms.
- 9.3.** In the event that any one or more of the provisions contained in these Terms shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of these Terms, but these Terms shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained in these Terms.
- 9.4.** Any new features, changes, updates or improvements of the Service shall be subject to these Terms unless explicitly stated otherwise in writing.
- 9.5.** From time to time, we may update these Terms, and We encourage you to periodically check these Terms for updates. Your continued participation in the Program affirms your agreement to any changes we make to these Terms.
- 9.6.** Any and all claims made against Us shall be brought in a court of competent jurisdiction sitting in Kent County, Michigan, applying the laws of the State of Michigan. By Opting In and interacting with Us, you irrevocably consent to the jurisdiction of such court and the applicability of such laws.