PlaceWise Mobile Terms

Important Notice for Customers. By participating in a mobile campaign, you agree that you are the primary owner of the phone number used to subscribe. Message and Data Rates May Apply. Messages sent from automated system. Consent not required for purchase. You may unsubscribe from a program at any time by texting STOP to 55800. For additional help, you can text HELP to 55800, or call 303-296-2413. Although frequency varies by program, you should receive no more than 100 messages per month per program.

Supported carriers include: ACS Wireless, AIO Wireless, ALLTEL, AT&T, Bluegrass Cellular, Boost, Carolina West Wireless, Cellcom, Cellular One, Cellular One of East Central Illinois, Cellular South, Chat Mobility, Cincinnati Bell, Cricket, ECIT, Element Wireless, GCI, Golden State Cellular, Illinois Valley, Immix Wireless, Inland Cellular, iWireless, LongLines Wireless, MetroPCS, Nex-Tech, Northwest Missouri Cellular, NTelos, Plateau Wireless, PTCI, Sprint, T-Mobile, Thumb Cellular, U.S. Cellular, Verizon Wireless, Virgin Mobile USA, West Central Wireless and other carriers that may be added from time to time. Service may not be compatible with all handsets.

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR RIGHTS, INCLUDING YOUR RIGHT TO SUE US OR PARTICIPATE IN A CLASS ACTION. IF YOU CANNOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

General Use. The mobile service consists of mobile request features, online and mobile information aggregation and delivery services that make available information, data, text, graphics, messages and other materials from a wide variety of sources, including the Internet and third party sources (the "Service" or "Services"). You understand that this Service is available for your personal, non-commercial use only. The Services are intended solely for users who are 13 years of age or older. By using the Service, you acknowledge and represent that you are 13 years of age or older and that you agree to abide by all of the Terms.

Service Limitations and Message Volume. You agree that the mobile service provider, in its sole discretion, may establish general practices and limits concerning use of the Service. You agree that the mobile service provider has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that the mobile service provider reserves the right to terminate accounts that are inactive for an extended period of time, which may be determined by the mobile service provider in its sole discretion.

Use of Information. A Starwood Retail Partners ("Starwood") campaign may ask you to provide personally identifiable information to participate in that campaign. By providing that information you agree that the mobile service provider may store the information you provide and that Starwood may use the information for that campaign and for future campaigns hosted by Starwood. The mobile service provider will not sell this personally identifiable information to other parties without your consent. If you participate in campaigns with other
Starwood affiliates that ask you to provide personally identifiable information, the mobile service provider may share this information with other Starwood affiliates to simplify your participation in their campaigns and enhance your experience with those campaigns.

The mobile service provider obtains information regarding your wireless services provider through your mobile phone number. Starwood may ask you to submit information about yourself if you have specifically opted-in to receive communications from such Starwood. If you choose to submit the requested information, Starwood may use this information and may share such information with third parties.

**User Content and Prohibited Activity.** All information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") are the sole responsibility of the person from whom such Content originated. This means that as a user, you are entirely responsible for all Content that you upload, post, transmit or otherwise make available using the Service via short message service (SMS), voice messages, live conversations, the mobile service provider website, the Internet or any other medium.

You acknowledge, understand and agree that the mobile service provider may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the mobile service provider, its users and the public.

**Moderation of Content.** You acknowledge, understand and agree that the mobile service provider and its designees shall have the right in their sole discretion to moderate, pre-screen, or refuse any Content that is available via the Service. We cannot guarantee that Content found in the Service will not include unintended or objectionable Content, and we assume no responsibility for the Content of any kind provided through the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge, understand and agree that you may not rely on any Content created by the mobile service provider or submitted to the mobile service provider.

**Use of Service.** For all the mobile service provider campaigns, *message and data rates may apply.* Text STOP to 55800 to opt out of a campaign at any time. Text HELP to 55800 for more information. *Messages sent from automated system. Consent not required for purchase.* For support, txt HELP to 55800 or call 303.296.2413. Message frequency depends on the program, but typically no more than 100 messages per month are sent for a single campaign. Campaigns may not work with all carriers.

**Disclaimer of Warranties.** THE SERVICE, AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE SERVICE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. STARWOOD, ITS AFFILIATES, AND ITS MOBILE SERVICE
PROVIDERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. STARWOOD, ITS AFFILIATES, AND ITS MOBILE SERVICE PROVIDERS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE. STARWOOD, ITS AFFILIATES, AND ITS MOBILE SERVICE PROVIDERS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SERVICE. STARWOOD, ITS AFFILIATES, AND ITS MOBILE SERVICE PROVIDERS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED VIA THE SERVICE.

If you use the Service to purchase or otherwise engage in direct transactions with Starwood, all such transactions shall be governed by the terms and conditions entered into with Starwood. Under no circumstances shall the mobile service provider have any responsibility or liability therefore.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL, DATA, OR CONTENT THROUGH THE USE OF THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, YOUR COMPUTING DEVICE, AND YOUR MOBILE PHONE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL STARWOOD, ITS AFFILIATES, AND ITS MOBILE SERVICE PROVIDER BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER’S USE OR MISUSE OF OR RELIANCE ON THE SERVICES. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS
Dispute Resolution. You agree that whenever you have a disagreement with us arising out of, connected to, or in any way related to the Terms and/or the Services, you will send a written notice to us ("Demand"). You agree that the requirements of this section will apply even to disagreements that may have arisen before you accepted these Terms. You must send this Demand to the following address (the "Notice Address"): PlaceWise Media, 1390 Lawrence st., Suite 300, Denver, CO, 80204. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after you send this Demand.

If we do not resolve this disagreement to your satisfaction within ten (10) business days, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). Review this section carefully. This arbitration provision limits your and the mobile service provider's ability to litigate claims in court and you and the mobile service provider each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against us in any state or federal court. You agree that if you do sue us in state or federal court, and we bring a successful motion to compel arbitration, you must pay all fees and costs incurred by us in court, including reasonable attorney's fees. Please note that for any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator, and that notice to the Notice Address may not suffice. If, for any reason, the AAA is unable to provide the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure as effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with us. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against us, and that you will not participate in a class action or collective action against us. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in these Terms, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into. Any dispute at that time in arbitration will be dismissed without prejudice and refiled in a court. Under no circumstances do you or we agree to class or collective procedures in arbitration or the joinder of claims in arbitration. We agree that we will submit all disputes with you to arbitration before the Arbitrator.
**Changes in Terms and Conditions.** We may modify or terminate our Services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify these Terms from time to time without notice. Please review these Terms from time to time so that you will be apprised of any changes.

**Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

**Entire Agreement.** These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms will be effective only if in writing.

**Special Terms and Conditions.** Sometimes campaigns may involve special terms and conditions that will be applied specifically to those campaigns. T-Mobile is not liable for delayed or undelivered messages.