

Terms and Conditions

Hello, and welcome to Arlington ReSale Text Club, owned and operated by Arlington ReSale. Arlington ReSale is a 501©3 nonprofit that supports Metroplex Women's Clinic, formerly Arlington Mansfield Pregnancy Center. Arlington ReSale provides new and used merchandise in good condition at reasonable prices to the greater Arlington community.

Arlington ReSale reserves the right to change the Terms of Use. The most current version will be accessible through <https://arlingtonresale.com/donations/>

By signing up for the Arlington ReSale Text Club SMS service through our website, you are agreeing to sign up for the Arlington ReSale Text Club Service, these Terms of Use, and to receive messages on your mobile phone. When you sign up for the Arlington ReSale Text Club service, you will receive recurring messages based on account activity.

Fees

Arlington ReSale does not charge you to participate in the Arlington ReSale Text Club Service. However, message and data rates may apply from your wireless carrier. Please consult your wireless carrier for applicable text messaging fees. Under no circumstances will Arlington ReSale be responsible for fees that your wireless carrier may charge you for use of The Arlington ReSale Text Club service.

Privacy

Arlington ReSale respects and protects your privacy. We do not share any information collected. To see our Privacy Policy, click here <https://arlingtonresale.com/donations/>

Limitations on Use

You must be at least 17 years old to register for and use the Arlington ReSale Text Club service. If you are under 17 years old, please obtain your parents' permission before you sign up for the Arlington ReSale Text Club service.

Supported Carriers

Mobile carriers are not liable for delayed or undelivered messages.

Participating carriers include T-Mobile®, Verizon Wireless, AT&T, Sprint, Boost, U.S. Cellular®, MetroPCS, Virgin Mobile, and Cricket.

Support Issues, Canceling or Unsubscribing

You may opt out of the Arlington ReSale Text Club service at any time by texting **STOP, QUIT, END, CANCEL, UNSUBSCRIBE**, or **STOP ALL** to **18173830020**. Alternatively, you can send an email to info@arlingtonresale.com with

your mobile phone number as the subject line. For help or other support issues, you can also send an email to info@arlingtonresale.com Text **HELP** to 18173830020 from your mobile phone.

Ownership; Trademarks; Modifications to Offers

You agree that Arlington ReSale or its partners will own all legal right, title and interest in and to the Arlington ReSale Text Club services and any offers made through the Arlington ReSale Text Club services, including any intellectual property rights. You agree that you shall not alter or modify any offers made through the Arlington ReSale Text Club service, and shall not remove, obscure or alter any proprietary rights notices (including copyright or trademark notices) which made be affixed to the Arlington ReSale Text Club services or offers made through the Arlington ReSale Text Club services. Except as may be expressly authorized by a partner, you agree that you will not use any Trademark, service mark, trade name, or logo ("Trademarks") of any entity in a way that is likely to or intended to cause confusion with respect to ownership of a Trademark, or that is likely to or intended to be detrimental to the goodwill in such Trademarks.

Termination

Arlington ReSale reserves the right, at our sole discretion, to terminate your subscription at any time without notice or without future obligation.

Disclaimer of Warranties

Arlington ReSale makes no warranties, express or implied regarding the Arlington ReSale Text Club service. The Arlington ReSale Text Club service is provided "as is" and on an "as available" basis, and Arlington ReSale DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Factors beyond the control of */COMPANY NAME/* including without limitation, the speed of the mobile carrier networks and the internet may affect the performance of the Arlington ReSale Text Club service. Arlington ReSale is not responsible for any acts that are beyond the control of Arlington ReSale.

Limitation of Liability

Under no circumstances will Arlington ReSale, its officers, directors, employees, or agents be liable to you for any damages whatsoever with respect to your use of the Arlington ReSale Text Club service. Including without limitation, any direct, indirect, incidental, consequential, exemplary or special damages even if advised of the possibility of the same. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set forth herein is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, Arlington ReSale will be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law in such particular circumstance, and notwithstanding the foregoing, in no event will Arlington ReSale be liable for any

damages or liability arising under these terms of use or your use of the Arlington ReSale Text Club service that exceeds US \$500.

Indemnity

You agree to indemnify and hold each Company party harmless from any claim or demand, and any damages, costs, or expenses arising in connection with such claim or demand, including reasonable attorneys' fees and costs, made by any other party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the right of another party.

Governing Law; Venue

This agreement and its validity, construction and performance will be governed in all respects by the laws, and in the state and federal courts of the state of Virginia, without regard to its choice of law provisions. You irrevocably agree to accept the exclusive personal jurisdiction and waive any objections to the venue of such courts.