

Mobile Messaging Policy

Please read these terms and conditions carefully. By entering your mobile telephone number and checking the box to receive texts, you expressly consent to receive both non-marketing and marketing text messages from Txtria ("Company. You may opt-out of these communications at any time, and consent to receive marketing text messages is not required to obtain any services on our site.

What is Txtria?

Txtria is an API platform that allows companies and developers access to various voice and SMS features, generally in the form of handling voice messaging and SMS communications. Consumers can opt in to receive various information via text messaging if they express this via written consent. **Txtria may send text messages to consumers interested in our products directly or thru our Two Factor Authentication number 82888 to sign up for services.** Our text messages are intended to provide the consumer with information necessary to log in and provide information on the various features and benefits we offer

How to Opt-out

If you no longer wish to receive text messages from us, follow the instructions given in the message or text "STOP" or "QUIT" to 82888. You can also text "HELP" to 82888 for assistance. You may receive confirmation of your opt-out of that text messaging program. You might also be provided with the unsubscribe link which will take you to the website where you opted-in initially. You can also unsubscribe from all future notifications from us by emailing us at support@txtria.com.

Frequency of Messaging

Txtria alerts and notifications are delivered via text messaging to your mobile phone. Subscribers message frequency may vary. Message and data rates may apply, please check with your carrier for more details.

Access to the Services

In order to receive these notifications, you must have a mobile communications subscription with a participating carrier, or otherwise have access to a mobile communications network through which Txtria sends these notifications, as well as any carrier services necessary to send text messages, and pay any service fees associated with any such access. **YOUR CARRIER'S TEXT MESSAGING RATES WILL APPLY TO ALL TEXT MESSAGE COMMUNICATIONS MADE IN CONNECTION WITH THE SERVICES. ACCORDINGLY, ALL PRICING, BILLING, REFUND AND OTHER RELATED INQUIRIES AND SUPPORT MUST BE DIRECTED TO YOUR CARRIER'S CUSTOMER SUPPORT TEAM.**

Supported Carriers include, but are not limited to: AT&T, Verizon Wireless, Sprint, T-Mobile, Alltel, CellularOne, Virgin Mobile, U.S. Cellular, Metro PCS. The wireless carriers are not liable for delayed or undelivered messages.

In addition, you must provide all equipment and software necessary to participate in the Subscription, including, but not limited to, a mobile handset or other mobile access devices that is in working order and suitable for use in connection with the Subscription.

Txtria reserves the right at any time and from time to time to modify, suspend, limit the use of, discontinue or permanently cancel all or any portion of the Subscription. Txtria uses reasonable efforts to ensure that its services are always available. However, there will be occasions when the services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond our control.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide on the insurance policy request. If you are not the account holder, you represent and acknowledge that you have the express permission of the account holder to engage in the Subscription. If you change your mobile telephone number, you are responsible for notifying us immediately by emailing us at support@txtria.com.

You agree to indemnify the Company in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Company if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Privacy

Our collection of information from you, such as your mobile phone number, is subject to our Privacy Policy, which is available at Txtria.com

Age Requirements and Service Limitations

Consumers who opt-in for these notifications must be at least 18 years of age. By subscribing to receive our notifications, you are representing that you are at least 18 years old. We reserve the right to terminate any account upon a discovery that the consumer does not meet these minimum age requirements.

You are solely responsible for all security information relating to your Subscription and are fully responsible for all activities that occur under your mobile phone number.

Changes to Terms and Conditions

The Company may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to the Company's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Txtria text messages will indicate your acceptance of those changes.

Termination of Text Messaging

The Company may suspend or terminate your receipt of its text messages if it believes you are in breach of these SMS Terms and Conditions. Your receipt of our text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Company reserves the right to modify or discontinue, temporarily or permanently, all or any part of Company text messages, with or without notice.

Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES, APPLICATIONS OR CONTENT THAT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE SERVICES OFFERED TO THE PUBLIC BY Txtria COULD INCLUDE INACCURACIES, OTHER ERRORS OR MAY NOT FUNCTION IN THE MANNER YOU ANTICIPATED. FURTHERMORE, WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS OR ACTS OF GOD. WE DO NOT PROMISE ERROR-FREE SERVICE. WE WILL NOT BE LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY SMS MESSAGES AS DELIVERY IS SUBJECT TO THE EFFECTIVE TRANSMISSION FROM YOUR NETWORK CARRIER.

Limitation of Liability

Txtria is not responsible and will not be liable for any other damages of any nature, including any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney's fees.

Applicable Law

Your use of the Services under these Terms and Conditions is governed by the laws of the State of Delaware.