

Xs N Os Text Message Services Terms and Conditions

General

The "Xs N Os Text Message Services" (Xs N Os) (referred to hereafter as "the Services") are provided by Sexual Health Initiatives For Teens North Carolina ("SHIFT NC") and all content, information, and services ordered, provided, downloaded, accessed, or otherwise used through the Xs N Os Text Message Warm Line ("Content") may be used solely under the following terms and conditions of use ("Terms and Conditions"). Your use of the Xs N Os constitutes your agreement to be bound by these Terms and Conditions. Should you object to any term or condition of the Terms and Conditions, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Service in any way, your only recourse is to immediately discontinue use of the Service.

Disclaimer

The Xs N Os and the Content are provided "as is," without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. SHIFT NC does not warrant the accuracy or completeness of the materials, the suitability of the Content through Xs N Os or the reliability of any advice, opinion, statement or other information displayed or distributed through the service. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. SHIFT NC may make any other changes to the Service and the Content at any time, without notice.

Information You Provide

Personally-identifiable information you provide to Xs N Os via the Service is protected and not accessible at any time by employees, agents, or contractors of SHIFT NC. Exception to this policy will be taken during implementation of a red flag protocol item whereby a texter to the Service indicates any situation whereby he or she is engaged in harm by another individual or indicates he or she may harm him or herself.

Spam is Prohibited and Causes Damages

Without limiting the generality of use of the Service, you will not use the Service to transmit, either directly or indirectly, any bulk mobile messages or unsolicited commercial mobile messages. A breach of this Anti-Spam Policy is a breach of the Terms and Conditions.

Access or Delivery to Mobile Network is not Guaranteed

Service or Content access or delivery to a mobile device may fail due to circumstances or conditions beyond SHIFT NC's control. The Service may or may not retry delivery to your mobile device – depending on the given technical situation at hand. You agree and acknowledge that a delivery attempt from the Service or SHIFT NC's agent server shall be accepted as the agreed and acceptable provision of the agreed Xs N Os Service regardless of whether the intended delivery was actually successful. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of SHIFT NC's control and influence and that SHIFT NC may not be able to assist in resolution of such problems. You agree that SHIFT NC is not responsible for your use of the service outside of the SHIFT NC agent's servers and is not responsible or liable for problems arising in the network outside of the SHIFT NC's agent's servers.

Service May Be Limited By Your Operator Or Your Device

You agree and accept that your use of the Xs N Os Service may be limited by your network operator or by the capabilities or capacities of your terminal or mobile device.

Mobile Network Operators May Not Support All Users

You acknowledge that certain operators do not support or offer certain mobile network services, such as delivery of messaging and mobile Internet access. You understand and agree that the Xs N Os Service may not, in part or in whole, be available to you if your mobile network operator does not support required mobile network services required for the Xs N Os Service.

Limitations of Damages

In no event shall SHIFT NC or any of its affiliates, subsidiaries, directors, officers, or employees be liable to any entity for any direct, indirect, special, consequential, punitive or other damages of any kind whatsoever (including, without limitation, any lost profits or revenue, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the Content (including any errors or omissions), materials, and functions of the Service, or any linked website, even if SHIFT NC is expressly advised of the possibility of such damages. If you are dissatisfied with any material, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Service. To discontinue use of the Service at any time, text 'STOP' to 66746.

Changes in Terms and Conditions

SHIFT NC reserves the right, in its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions in whole or in part, at any time. Changes in these Terms and Conditions will be effective upon the date/time these changes are made to such Terms and Conditions. Your continued use of the Service after any changes to the Terms and Conditions will be considered acceptance of those changes.

Changes in Content

SHIFT NC may terminate, change, suspend or discontinue any aspect of the Service including the availability of any features or Content at any time. SHIFT NC may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

International Users and Choice of Law

This Service is controlled by SHIFT NC from its offices in Durham, North Carolina in the United States. SHIFT NC makes no representation that the Service is appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited.

Miscellaneous

These Terms and Conditions constitute the entire agreement between SHIFT NC and you with respect to your access and use of the Service. Any cause of action you may have with respect to your use of the Service must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these terms and conditions, and the remainder of

these Terms and Conditions shall continue in full force and effect.

This Service provides information specific to adolescent sexual health & related topics and is intended for use by adolescents ages 13- to 19-years old. The Service expressly prohibits questions and will not respond to requests specifically related to sexual technique. The Service does not provide clinical information but does provide information that is medically accurate, up-to-date, and includes referrals. The Service is designed for educational purposes only. If you have any concerns about your own health you should always consult with a physician or other healthcare professional. This Service does not replace direct communication with a parent or another trusted adult. If a question is not answered as such by the Service, SHIFT NC encourages the texter to talk with a parent or other trusted adult.

SMS Alerts

From time to time, you may receive outbound educational messages. For the service you're subscribed to, you may receive additional text messages on your mobile device each month related to sexual health and related topics.

Evaluation Module

From time to time, you may receive outbound text messages requesting additional information from you. You have the option to respond to these questions. Responding to the questions can assist us in improving the quality of the Service SHIFT NC provides.