

SMS MESSAGING SERVICE

TERMS AND CONDITIONS

Security Alerts • Multi-Factor Authentication • System Event Notifications

Effective Date: March 9, 2026

1. ACCEPTANCE OF TERMS

By providing your mobile telephone number and opting in to receive SMS text messages from us ("Service"), you agree to be bound by these Terms and Conditions ("Terms"). These Terms constitute a legally binding agreement between you ("User," "you," or "your") and the organization operating this service ("Company," "we," "us," or "our").

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT OPT IN TO THE SMS SERVICE. Your continued participation in the Service constitutes your acceptance of any updates or modifications to these Terms.

2. DESCRIPTION OF SERVICE

We provide an automated SMS text message notification service powered by Amazon Web Services (AWS) infrastructure, including AWS Simple Notification Service (SNS) and AWS Pinpoint. Messages are sent exclusively for the following operational purposes:

- **Security Alerts:** Notifications of suspicious activity, unauthorized access attempts, account compromise warnings, breach alerts, and other security-related events affecting your account or associated systems.
- **Multi-Factor Authentication (MFA):** One-time passcodes (OTPs), verification codes, and authentication tokens required to verify your identity during login or sensitive account operations.
- **System Event Notifications:** Alerts regarding service outages, scheduled maintenance windows, system degradation events, recovery confirmations, and other operational status updates directly relevant to your account.

This Service is strictly limited to transactional and informational communications. We do not send promotional, marketing, or advertising content through this Service.

3. ELIGIBILITY AND CONSENT

3.1 Age Requirement

You must be at least 18 years of age to use this Service. By opting in, you represent and warrant that you are 18 years of age or older.

3.2 Valid Mobile Number

You must provide a valid U.S. mobile telephone number capable of receiving SMS text messages. You represent that you are the account holder or have the express permission of the account holder for the mobile number provided.

3.3 Express Written Consent

By opting in to this Service, you provide your express written consent to receive autodialed and/or pre-recorded text messages at the mobile number you provide. This consent is not a condition of any purchase of goods or services.

4. OPT-IN AND OPT-OUT PROCEDURES

4.1 How to Opt In

You may opt in to receive SMS messages through one or more of the following methods:

- Providing your mobile number on a web form, mobile application, or account registration interface that includes clear disclosure of SMS enrollment.
- Texting a designated keyword to our short code or long code as displayed at enrollment.
- Verbally consenting with written confirmation as permitted by applicable law.

4.2 How to Opt Out

You may revoke consent and opt out of receiving SMS messages at any time by:

- Replying STOP, QUIT, CANCEL, END, or UNSUBSCRIBE to any SMS message you receive from us.
- Contacting us directly through the support channels identified in Section 12 of these Terms.
- Updating your notification preferences within your account settings, where available.

Upon receipt of a valid opt-out request, we will send you a single confirmation message and will cease sending SMS messages within a commercially reasonable time, not to exceed 30 days. Note that opting out of SMS notifications may impair your ability to receive critical security alerts and could affect account security.

4.3 HELP Command

At any time, you may reply HELP to any SMS message to receive instructions on how to opt out or to obtain contact information for customer support.

5. MESSAGE FREQUENCY AND CONTENT

5.1 Message Frequency

Message frequency varies based on account activity and system events. You may receive up to several messages per day during periods of elevated security activity or system events. MFA messages are sent on-demand at the time of authentication attempts.

5.2 Message Content

All messages transmitted through this Service are transactional in nature and will include:

- A clear identification of the sender or the service generating the notification.
- A brief description of the event or action requiring your attention.
- Any time-sensitive codes (which expire as indicated within the message).
- Instructions for opting out (included in required disclosures).

We will never include requests for full passwords, Social Security Numbers, financial account numbers, or other sensitive personal information in SMS messages. If you receive a message requesting such information, treat it as fraudulent and contact us immediately.

6. FEES AND CHARGES

We do not charge a fee for participation in this Service. However, your mobile carrier's standard message and data rates may apply to all messages sent and received. These carrier charges are your responsibility. Contact your wireless carrier for pricing details. We are not responsible for any fees charged by your mobile carrier.

7. SUPPORTED CARRIERS

This Service is compatible with most major U.S. wireless carriers, including but not limited to AT&T, Verizon, T-Mobile, Sprint, US Cellular, Boost Mobile, Cricket Wireless, Metro by T-Mobile, and Virgin Mobile. Coverage may vary. Carrier support is subject to change without notice.

8. PRIVACY AND DATA HANDLING

8.1 Information Collected

In connection with this Service, we collect and process the following information:

- Your mobile telephone number.
- Opt-in and opt-out records (timestamp, source, and confirmation status).
- Message delivery status and carrier response codes.
- Device type and carrier information as provided by the network.

8.2 Use of Information

Information collected in connection with this Service is used solely to:

- Deliver the SMS messages you have requested or consented to receive.
- Maintain records of consent as required by applicable law and AWS program requirements.
- Troubleshoot delivery failures and improve service reliability.
- Comply with legal obligations and respond to lawful government requests.

8.3 Data Retention

We retain opt-in and opt-out records for a minimum of four (4) years, or longer as required by applicable law, to demonstrate compliance with TCPA and other regulatory requirements. Message delivery logs are retained in accordance with our general data retention policy.

8.4 Third-Party Sharing

We do not sell, rent, or share your mobile number with third parties for their own marketing purposes. We may share data with:

- Amazon Web Services (AWS) and its affiliates, solely to provide the SMS delivery infrastructure.
- Mobile network operators, as technically necessary to route and deliver messages.
- Service providers acting under written agreements imposing appropriate data protection obligations.
- Government authorities, as required by law, valid legal process, or to protect rights and safety.

8.5 Your Privacy Rights

Depending on your state of residence, you may have additional rights regarding your personal information, including rights under the California Consumer Privacy Act (CCPA), Virginia Consumer Data Protection Act (VCDPA), or other applicable state privacy laws. Please refer to our full Privacy Policy for more information on exercising your rights.

9. COMPLIANCE WITH APPLICABLE LAW

9.1 Telephone Consumer Protection Act (TCPA)

This Service is operated in compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the regulations promulgated thereunder by the Federal Communications Commission (FCC). We maintain all records of consent required by applicable law and honor opt-out requests as required.

9.2 CAN-SPAM Act

Where applicable, we comply with the requirements of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act).

9.3 CTIA Messaging Principles

This Service is operated in accordance with the Cellular Telecommunications Industry Association (CTIA) Messaging Principles and Best Practices, including requirements for opt-in confirmation, opt-out processing, HELP responses, and message content standards.

9.4 State Law Compliance

We comply with applicable state laws governing electronic communications and text messaging, including without limitation the laws of California, Florida, New York, Texas, and all other U.S. states and territories where users may be located.

9.5 AWS Acceptable Use Policy

This Service operates on Amazon Web Services infrastructure and is subject to the AWS Acceptable Use Policy and the AWS End User Messaging SMS and Voice terms and conditions. We comply with all AWS requirements, including prohibited content restrictions, registration requirements for 10DLC, toll-free, and short code numbers, and carrier compliance obligations imposed by AWS.

10. 10DLC, SHORT CODE, AND TOLL-FREE NUMBER COMPLIANCE

Where this Service utilizes 10-Digit Long Code (10DLC) numbers, the campaign is registered with The Campaign Registry (TCR) in accordance with wireless carrier requirements. Where short codes or toll-free numbers are used, such numbers are registered and compliant with applicable industry standards. We represent that all message traffic is consistent with the registered campaign use case.

11. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT MESSAGES WILL BE DELIVERED WITHIN ANY PARTICULAR TIMEFRAME. DELIVERY OF SMS MESSAGES IS SUBJECT TO WIRELESS CARRIER NETWORK CONDITIONS BEYOND OUR CONTROL.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO LOSSES ARISING FROM DELAYED, FAILED, OR MISDIRECTED MESSAGES. OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID FOR THE SERVICE IN THE TWELVE MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE LIMITATIONS ABOVE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us and our affiliates, officers, directors, employees, agents, and service providers from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms; (b) your misuse of the Service; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party rights.

14. CONTACT INFORMATION

For questions about these Terms, to opt out, or to report an issue with the Service, please contact us at:

SMS Support Team

Email: support@ventek-intl.com

Phone: 1-707-773-3373 [Option 1]

Mailing Address:

1260 Holm Rd.

Petaluma, California 94954

15. MODIFICATIONS TO TERMS

We reserve the right to modify these Terms at any time. We will provide notice of material changes by sending an SMS notification to enrolled users or by posting an updated version on our website with a revised effective date. Your continued enrollment in the Service after the effective date of any modification constitutes acceptance of the updated Terms. If you do not agree to any modifications, you must opt out of the Service.

16. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the United States and the laws of the state in which our principal place of business is located, without regard to conflict of law principles.

Any dispute arising under or relating to these Terms or the Service shall first be submitted to informal resolution by contacting us as described in Section 14. If the dispute cannot be resolved informally within 30 days, the parties agree to resolve the dispute through binding arbitration in accordance with the American Arbitration Association's Consumer Arbitration Rules, except that either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

YOU AND WE EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTION LAWSUITS OR CLASS-WIDE ARBITRATION WITH RESPECT TO ANY CLAIMS COVERED BY THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW.

17. SEVERABILITY AND ENTIRE AGREEMENT

If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect. These Terms, together with our Privacy Policy, constitute the entire agreement between you and us with respect to the SMS Service and supersede all prior agreements, representations, and understandings.

ACKNOWLEDGMENT OF RECEIPT

By opting in to the SMS Service, you acknowledge that you have read, understood, and agree to these Terms and Conditions.