Empowering Technology Solutions

SMS TEXT MESSAGING TERMS OF USE

Effective Date: January 1, 2026

By "Opting In" to or using a "Text Message Service" (as defined below) from Empowering Technology Solutions ("ETS"), you accept these SMS Text Messaging Terms of Use ("Agreement"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE OPTING IN OR USING THE TEXT MESSAGE SERVICE.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION SECTION BELOW.

This Agreement is between you and Empowering Technology Solutions, a company operating under the laws of the State of Nevada. All references to "ETS," "we," "our," or "us" refer to Empowering Technology Solutions.

1. DEFINITIONS

"Opting In," "Opt In," and "Opt-In" refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages from ETS.

"Text Message Service" includes any arrangement or situation in which we send you one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, RCS, or successor protocols or technologies).

2. CONSENT TO RECEIVE TEXT MESSAGES

By Opting In to receive text messages from ETS, you expressly agree to this Agreement, as well as our general Terms & Conditions and Privacy Policy, both of which are incorporated herein by reference and available on our website at https://etsworks.com/privacy-policy/.

Your consent to receive marketing or promotional text messages is not a condition of any purchase or use of our services. Standard and transactional service messages may be required for certain account features.

3. ELECTRONIC SIGNATURE DISCLOSURE (E-SIGN)

By agreeing to receive text messages, you consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP to any of our text messages. Withdrawal of electronic consent does not affect the validity of any agreement entered into prior to withdrawal.

4. PRIVACY AND DATA USE

ETS respects your privacy. We only use information you provide through this service to transmit mobile messages and respond to your inquiries. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist in the delivery of mobile messages solely for that purpose.

Mobile opt-in information and consent data will NOT be shared with third parties or affiliates for marketing or promotional purposes. All categories of data shared exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties under any circumstances.

We reserve the right to disclose information as required to comply with any applicable law, regulation, legal process, or governmental request, or to protect the rights, property, or safety of ETS, our clients, or others.

This Text Message Service Privacy Policy applies solely to the Text Message Service and supplements — but does not replace — our general Privacy Policy available on our website.

By using the Text Message Service, you acknowledge and agree that ETS complies with applicable provisions of the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and all other applicable federal and Nevada state privacy laws.

5. COSTS AND CHARGES

ETS does not charge you for text messages sent or received through this service. However, message and data rates may apply depending on your wireless carrier and plan. You are solely responsible for any charges imposed by your mobile carrier or other applicable provider. Please contact your carrier for details regarding your plan.

6. FREQUENCY OF MESSAGES

This Text Message Service is primarily for conversational, person-to-person communication between you and our staff. Message frequency will vary based on your interactions with us and the nature of services you use. We may send:

- An initial welcome or confirmation message upon opt-in
- Service-related updates, reminders, and notifications
- Responses to your inquiries or support requests
- Promotional messages, only if you have separately consented

You may receive more or fewer messages depending on your engagement with our services and any requests you make (such as sending a HELP request).

7. HOW TO OPT OUT

You may stop receiving text messages at any time by replying to any message with one of the following keywords:

- STOP
- QUIT
- END
- REVOKE
- OPT OUT
- CANCEL
- UNSUBSCRIBE

Because this is a person-to-person communication service, opt-out requests apply specifically to the conversation thread and phone number associated with the employee you are communicating with. After you unsubscribe, we may send one final confirmation message to acknowledge your opt-out. No further messages will be sent following that confirmation.

Note: If you have separate conversations with multiple ETS representatives, you may need to opt out from each individual thread to fully stop all messages.

8. HELP AND SUPPORT

For help or support regarding the Text Message Service, you may reply HELP to any text message or contact us directly:

Email: help@etsworks.com

Phone: 702-879-7111

Website: https://etsworks.com/contact-ets

Mailing Address: Empowering Technology Solutions,

3531 E. Russell Road STE I

Las Vegas, NV 89120

9. ELIGIBILITY

The Text Message Service is intended for users who are 18 years of age or older. By Opting In, you represent and warrant that you are at least 18 years old and have the legal authority to enter into this Agreement. If you are under 18, you must not use or attempt to use this service.

You also represent that you are the account holder or have the account holder's permission for the mobile phone number provided and that you are authorized to incur any applicable carrier charges.

10. DISCLAIMER OF WARRANTIES

THE TEXT MESSAGE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EMPOWERING TECHNOLOGY SOLUTIONS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MESSAGE DELIVERY IS SUBJECT TO EFFECTIVE TRANSMISSION FROM YOUR NETWORK OPERATOR AND IS OUTSIDE OF OUR CONTROL.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMPOWERING TECHNOLOGY SOLUTIONS AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS 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 TEXT MESSAGE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our total liability to you for any claims arising out of or relating to this Agreement or the Text Message Service shall not exceed fifty dollars ($50.00).

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of law principles. Any disputes not subject to arbitration (see Section 13 below) shall be resolved exclusively in the state or federal courts located in Nevada, and you consent to the personal jurisdiction of such courts.

13. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS.

Agreement to Arbitrate: You and ETS agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the Text Message Service ("Dispute") will be resolved by binding arbitration, rather than in court, except that either party may bring individual claims in small claims court if the claims qualify.

Arbitration Rules: Arbitration shall be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as modified by this Agreement. The arbitration will be conducted in Nevada or, at your election, via telephone or video conference. The AAA rules are available at www.adr.org.

Class Action Waiver: YOU AND EMPOWERING TECHNOLOGY SOLUTIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims.

Opt-Out Right: You may opt out of this arbitration agreement within 30 days of first Opting In to the Text Message Service by sending written notice to Empowering Technology Solutions' Mailing Address in section 8. Your opt-out will not affect any other terms of this Agreement.

14. MODIFICATIONS TO THIS AGREEMENT

ETS reserves the right to modify this Agreement at any time. We will notify you of material changes by sending a text message to the number you have registered or by updating the effective date above. Your continued use of the Text Message Service after any modification constitutes your acceptance of the updated Agreement. We encourage you to review this Agreement periodically.

15. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, that provision will be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this Agreement. The remaining provisions will continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement, together with our general Terms & Conditions and Privacy Policy incorporated by reference, constitutes the entire agreement between you and ETS with respect to the Text Message Service and supersedes all prior agreements, understandings, and representations relating to the subject matter herein.

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