

## **Amway SMS Terms and Conditions of Use Customers and Prospective Customers**

These SMS Terms and Conditions of Use (“Terms”) outline the guidelines for the use of text messages, also known as SMS, by Amway Canada Corporation, Amway Corp., and Alticor Inc. (collectively, “Amway,” “our,” “we,” and “us”), for communication with our customers and prospective customers. By enrolling or otherwise agreeing to receive text messages from or on behalf of Amway and its service providers as described in these Terms, you agree to these SMS Terms and Conditions, as well as Amway’s [Terms of Use](#) and [Privacy Policy](#), which can be viewed at the links provided here.

This is a standard rate SMS program (“Program”), and message frequency will vary by user. We reserve the right to alter the frequency of messages sent at any time. The number of text messages you receive may depend on other factors, including how you use our services and whether you take steps to generate **additional** text messages from us (such as by sending a **HELP** request, as described below). Standard message and data rates may apply. You are responsible for any fees incurred from your mobile phone carrier. To participate, you must have a text messaging enabled mobile device with a text messaging plan. Not all carriers or mobile devices may be supported, and text messaging may not be available in all areas. We and our service providers, and the mobile carriers are not liable for delayed or undelivered messages.

### **Opting In**

By opting in to the Program, you provide your express written consent to receive, and authorization for Amway to send, recurring automated text messages at the mobile number you provide when signing up. These messages may include promotional and marketing content (e.g., special offers, product recommendations, shopping cart reminders) (“**Marketing Messages**”), informational messages (e.g., account and/or profile updates), and transactional messages (e.g., order receipt, confirmation, and service updates). Messages may be sent using an automatic telephone dialing system (“**ATDS**”). Marketing Messages may require a two-step opt-in process (e.g., respond to a call to action, receive an initial opt-in request message, and once you have replied “Y” or “YES” and clicked the link provided in the message, you will receive an enrollment confirmation message). You agree that your consent to receive Marketing Messages shall continue indefinitely unless and until you opt out as described in this Policy. Your consent is not required as a condition of purchasing any products or services. You may revoke this consent at any time by replying STOP. You will receive a reply text message to confirm your signup. Your opt-in signifies your confirmation that you are the account holder or authorized user of the mobile number provided and your agreement to these terms. We will only use your information to provide you the services you request and as set forth in our [Privacy Policy](#), which can be viewed at the link provided.

## **Use of Cookies**

We may use cookies and similar technologies to personalize your experience in the Program. For example, cookies enable us to send you tailored communications, such as shopping cart reminders or product recommendations. Specifically, we use cookies to track the items in your shopping cart and may use that information to send you Marketing Messages (e.g., personalized marketing messages regarding abandoned carts).

You may manage your cookie preferences through your browser settings, but not opting into or disabling cookies may affect the functionality of the Program, including the personalization features.

## **Participating Carriers**

We are able to deliver messages to the following mobile phone carriers: Major carriers: BCE Inc., Eastlink, Execulink, Fibemetics, Iristel, Rogers, SaskTel, Shaw Communications Inc., SSI Canada, Telus and Vidéotron.

## **For Help**

If you need assistance, text the keyword **HELP** to the five-digit short code for the program (i.e., the five-digit number from which text messages are being sent) at any time to receive customer care contact information.

## **Opting Out**

To stop receiving SMS messages for the Program, reply to a message or text the keyword **STOP** to the five-digit short code from which you received the message. After we process your request, you will receive one additional text message confirming your opt out. Please note that opting out of one of our text message programs does not opt you out of all programs operated by Amway (i.e., your other selected preferences). Through other communication methods (besides SMS messaging), you may continue to receive transactional or administrative messages related to your account with Amway, your orders or purchases, and/or messages you have opted into through other programs, unless you separately opt out from each.

## **Other Terms**

You represent that you are 18 years of age or older (or the age of majority, whichever is greater) and the account holder for the mobile telephone number(s) that you used to subscribe to the program. You are responsible for completing the opt-out process or notifying us immediately if you change, transfer, deactivate, or intend to stop using the mobile telephone number used to subscribe to the program. You may notify us of a number change by contacting Amway as provided under the 'Contact Us' section, below. Your agreement to do so is a material part of these terms and conditions.

You agree to indemnify Amway, and its officers, directors, employees and agents, in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to complete the opt-

out process or notify us if you change, transfer, deactivate, or intend to stop using your telephone number.

SMS MESSAGE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. We reserve the right to terminate the Program, in whole or in part, at any time without notice.

### **Changes to the Terms**

To the fullest extent permitted by applicable law, these Terms may be updated or modified by Amway at any time without prior notice. Any changes will be effective upon posting. By continuing to participate in any Amway text messaging program, or by providing your mobile number for text communications, you agree to any updates or modifications. Your sole remedy if you do not agree with the revised Terms is to opt out as provided in these Terms.

### **Dispute Resolution**

To the fullest extent permitted by applicable law, the formation, construction, interpretation, and enforceability of these Terms shall be governed by the laws of the State of Michigan, USA, without regard to conflicts of law principles. To the fullest extent permitted by applicable law, each party (a) agrees that any litigation arising out of this Agreement may be brought only in the state or federal courts whose jurisdiction includes Kent County, Michigan; (b) consents to the jurisdiction of such courts; and (c) waives any argument that any such court is an inconvenient forum. No failure or delay by a party in exercising any right, power or privilege hereunder will be deemed or will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other further exercise of any right, power or privilege hereunder. If any provision or provisions of these Terms shall be held, for any reason, to be illegal, invalid, or unenforceable, the remaining provisions shall nonetheless be legal, valid, and enforceable provisions. If any dispute arises or if legal action becomes necessary to enforce the provisions of this Agreement, the successful party shall be entitled to recover from the other party reasonable expenses, including attorneys’ and other professional fees, in addition to any other available remedies.

### **Contact Us**

If you have questions, please review our [Customer Service Support page](#). If you have any further comments or inquiries about these Terms or our use of cookies, or if you would like to update information we have about you or exercise your rights as set forth in our [Privacy Policy](#), you may contact [customer.service.ca@amway.com](mailto:customer.service.ca@amway.com), or call 800-265-5470. You may also contact our Data Protection Officer at [PrivacyOffice@amway.com](mailto:PrivacyOffice@amway.com). If you have any questions about your text or data plan, contact your wireless provider directly.