

Amway SMS Terms and Conditions of Use Independent Business Owners

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 independent business owners (“IBOs”) and prospective IBOs. 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](#), [Privacy Policy](#), and [Rule 11.5 of the IBO Rules of Conduct](#), which can be viewed respectively 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**”), business communications (e.g., reminders to renew your contract, account notices), and transactional messages (e.g., order receipt, confirmation, 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 these Terms. 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 cookies 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, any dispute arising out of or relating to these Terms shall be resolved pursuant to the Binding Arbitration provisions contained in [Rule 11.5 of the IBO Rules of Conduct](#), which are incorporated herein by reference and can be found at the link provided here.

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, or call 800-265-5470. You may also contact our Data Protection Officer at PrivacyOffice@amway.com. If you have any questions about your text or data plan, contact your wireless provider directly.