

Mobile Messaging Terms and Conditions

Last updated: November 2022

Forward Rentals Ltd operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms and Conditions (the “Mobile Messaging Terms”). The Program and our collection and use of your personal information is also subject to our **Privacy Policy**. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy.

- 1. Program Description:** We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our products and services and may include promotions, specials, other marketing offers. Mobile messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary [but will not exceed 3 messages per month]. You agree that we may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for mobile messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for SMS and MMS alerts.
- 2. User Opt-In:** By providing your mobile phone number to us, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at booking@staythehockinghills.com. Your participation in the Program is not required to make any purchase from us and your participation in the Program is completely voluntary.
- 3. User Opt-Out and Support:** You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to any mobile message from us. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. For support, reply HELP to any mobile message from us. Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.
- 4. Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.
- 5. Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are

aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

Privacy Policy

Effective Date: November 2022

This Privacy Policy explains how Forward Rentals Ltd collects, uses, and discloses personal information about our customers, prospective customers, and visitors to our website at www.staythehockinghills.com.

Information collected directly from you: We may collect personal information directly from you, for example

. Personal information we collect directly from you may include .

Information collected from your device: Our website may use technologies such as cookies, web beacons, pixels, and other similar technologies to automatically collect certain information from your device including, for example,

. Our website may also use cookies and similar technologies to enhance your user experience and enable certain features such as keeping track of items you put in your shopping cart. Our email campaigns may also use tracking technologies such as web beacons, pixels and other similar technologies to automatically collect certain information such as your IP address, browser type and version, and email engagement statistics.

Information collected from our partners: We may collect personal information about you from our third- party partners and combine it with other information that we collect. Personal information we collect from our partners may include, for example, your demographic information, shopping history, and geographic location.

USE OF PERSONAL INFORMATION [DRAFTING NOTE:

We may use information collected about you for any lawful purpose, including the following:

To provide you with our products and services, customer service and support, and other relevant information

To market our products and services to you, including by email and text message subject to your consent

To provide our website to you, to optimize our website, and to assist with our advertising and marketing efforts

- To comply with the law and to maintain the security of our website; or
- With your consent, or as otherwise disclosed at the time information is collected.

We may share the information we collect with other parties, including the following:

- With third-party service providers to assist us with providing and marketing our products and services,

- With Constant Contact, to send email marketing and text message communications. For more information about how we may use your information with Constant Contact and the information that may be collected through our email campaigns, see Constant Contact's Customer Data Notice available at <https://www.constantcontact.com/legal/customer-contact-data-notice>.

- If necessary to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights or

the rights of third parties, or to protect the safety or security of any person or entity.

- With your consent or as otherwise disclosed at the time of data collection or sharing.

We may share information that has been de-identified or aggregated without limitation.

Our website may offer interactive features, such as the ability to leave reviews, that you can

use to communicate with other website visitors or to submit and post your own content. If you

disclose information in one of these forums, this information can be viewed, collected, and used by others.

DIGITAL ADVERTISING & ANALYTICS [DRAFTING NOTE: We may authorize our advertising partners to use cookies and similar technologies on our website to automatically collect certain information from your device, and we may share information about you, your purchases, and your interactions with our website may also collect information from other websites or apps over time, including information about . Such information can be used by us or our advertising partners to serve more relevant targeted ads. For more information about this type of advertising and how to opt out of targeted advertising from our advertising partners, go to www.aboutads.info. Your web browser may allow you to block or disable cookies; however, parts of our website may not function properly if you do so.

EMAIL AND TEXT MESSAGE COMMUNICATIONS

If you wish to unsubscribe from our email campaigns, please click on the Unsubscribe link at the bottom of any marketing email sent from us. If you opt out of our email marketing, we will still send you messages related to our transactions and relationship with you, such as order confirmations.

If you wish to stop receiving text messages from us, reply STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any text message sent from us. For more information, see our Mobile Messaging Terms and Conditions.

When you have an account with us, you may review, change, or update your contact information by logging into your account.

CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy at any time. Please review it frequently.

CONTACT INFORMATION

If you have any questions about this policy or our privacy practices, please contact us at booking@staythehockinghills.com