SMS/MMS REMINDERS AND NOTIFICATION PROGRAM TERMS AND CONDITIONS

FocalPoint Rental Software are offering a mobile messaging reminders and notification program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the "Dispute Resolution" section below. This Agreement is limited to the program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

The Program allows users to receive SMS/MMS mobile messages by affirmatively opting into the program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the program. By participating in the program, you agree to receive automated or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "autodialer").

If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP to any mobile text message from Us in order to opt out of the program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You understand and agree that attempting to opt out by texting other words or verbally requesting one of our team members to remove you from our list is not accounted for as a reasonable means of opting out.

You acknowledge that the message frequency is various and that consent is not a condition to purchase. The program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with us.

You must have a wireless device of your own, be capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

You may not use or engage with the platform if you are under thirteen (13) years of age. If you use or engage with the platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18), and have your parent's or legal guardian's permission to use or engage with the platform, or are of adult age in your jurisdiction. By using or engaging with the platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates, or improvements of the program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the program after any such changes, you accept this Agreement, as modified.