



SMS Text Messaging Terms and Conditions

Effective December 1st, 2024

IMPORTANT! PLEASE READ THESE ACOUSTICS ASSOCIATES INC. SMS TEXT MESSAGING TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR ANY ACOUSTICS ASSOCIATES INC. ("ACOUSTICS ASSOCIATES" OR "WE" OR "US" OR "COMPANY") TEXT MESSAGING PROGRAM. BY SIGNING UP FOR THE ACOUSTICS ASSOCIATES TEXT MESSAGING PROGRAM, YOU AGREE TO ABIDE BY AND BE BOUND TO THESE ACOUSTICS ASSOCIATES INC. SMS TEXT MESSAGING TERMS AND CONDITIONS. FURTHERMORE, THESE ACOUSTICS ASSOCIATES INC. SMS TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS HOW DISPUTES WITH ACOUSTICS ASSOCIATES ARE RESOLVED.

By signing up for the text messaging program, you expressly consent to receive non-marketing text messages, as applicable, from Acoustics Associates Inc. at the telephone number(s) that you provide. You may opt out of these communications at any time. Consent to receive text messages is not a condition of employment.

Program Description - Acoustics Associates text messages are intended to provide you with information regarding Company updates and job details (e.g., events and promotions offered by Acoustics Associates). We may also provide you with health and safety information.

Message Frequency - The number of Acoustics Associates text messages that you receive per month will vary.

Cost - Message and data rates may apply to each text message sent or received in connection with Acoustics Associates text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Acoustics Associates does not impose a separate fee for sending Company text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

How to Opt-In - To opt-in to receive text messages from the Acoustics Associates text messaging program, please follow the instructions provided by the specific program. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (e.g., Y or Yes).

How to Opt-Out - To stop receiving text messages from the Acoustics Associates text messaging program, text STOP to the text messaging program from which you no longer wish to receive messages (i.e., number from which text messages are being sent). You acknowledge that you may then receive one (1) final message from Acoustics Associates confirming you opt-out of the text messaging program. Following such confirmation message, no additional text messages associated with the program will be sent to you unless you re-activate your subscription.

Your Mobile Telephone Number - You represent that you are the account holder for the mobile telephone number(s) that you enroll. You are responsible for notifying Acoustics Associates immediately if you change your mobile telephone number. You may notify Acoustics Associates of a number change by emailing info@acousticsassociates.com.

You agree to indemnify Acoustics Associates in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Acoustics Associates if you change your telephone number including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.



Access or Delivery to Mobile Network is Not Guaranteed - It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Acoustics Associates control, and Acoustics Associates is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

Supported Carriers - Supported carriers may change from time to time, but currently include AT&T, Sprint/Boost,/Virgin, T-Mobile/MetroPCS, Verizon Wireless, CellCom USA, C Spire Wireless, U.S. Cellular, Carolina West Wireless (CWW), and Google Voice, among others.

Carriers are not liable for delayed or undelivered messages.

T-Mobile® is not liable for delayed or undelivered messages.

Support/Help - To request more information, email info@acousticsassociates.com. You may also receive help by contacting Acoustics Associates at 763-544-8901.

Eligibility - To receive Acoustics Associates text messages, you must be a resident of the United States and 18 years of age or older. You must also be a current employee of Acoustics Associates Inc.

Changes to Terms and Conditions - Acoustics Associates may revise, modify, or amend these Acoustics Associates Inc. SMS Text Messaging Terms and Conditions at any time. We will notify you of any changes via text message, email, or by posting a notice on our website. You agree to review these Acoustics Associates Inc. SMS Text Messaging Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Acoustics Associates text messages will indicate your acceptance of those changes.

Termination of Text Messaging - We may suspend or terminate your receipt of Acoustics Associates text messages if we believe you are in breach of these Acoustics Associates Inc. SMS Text Messaging Terms and Conditions. Your receipt of Acoustics Associates text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Acoustics Associates reserves the right to modify or discontinue, temporarily or permanently, all or any part of Acoustics Associates text messages, with or without notice.

Privacy - Your privacy is important to us. Please see <https://www.acousticsassociates.com/wp-content/uploads/2024/12/SMS-TEXT-MESSAGE-PRIVACY-POLICY.pdf> to review our privacy statement.

Arbitration and Class Action Waiver

Please read this carefully. It affects your rights.

Any dispute or claim relating in any way to your receipt or use of Acoustics Associates text messages will be resolved by binding arbitration, rather than court.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and Acoustics Associates or Acoustics Associates' employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or Acoustics Associates may take claims to small claims court if the dispute qualifies for hearing by such court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened



infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and Acoustics Associates hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the JAMS International Arbitration Rules in effect at the time of filing of the arbitration (the "JAMS Rules"). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in these Acoustics Associates Inc. Terms and Conditions, and can award damages and relief (including any attorneys' fees) authorized by law and/or the JAMS Rules. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ACOUSTICS ASSOCIATES ARE EACH WAIVING THE RIGHT TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF JAMS WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND CATERPILLAR AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. Arbitration under this agreement shall be held in the United States county where you live or work, Minnesota, or any other location we mutually agree to, subject to Minnesota law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

OPT-OUT OF AGREEMENT TO ARBITRATE: You can decline this agreement to arbitrate by emailing Acoustics Associates at info@acousticsassociates.com and providing the requested information as follows: (1) your name, (2) your address, (3) your phone number, (4) the URL containing the Arbitration and Class Action Waiver provision for the Acoustics Associates Inc. SMS Text Messaging Terms and Conditions, and (5) clear statement that you wish to opt out of this arbitration provision. This opt-out notice must be emailed no later than 30 days after the date you first accept these Acoustics Associates Inc. Terms and Conditions.

Limitation of Liability - To the fullest extent permissible pursuant to applicable law, we are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney's fees.

Applicable Law - Except as otherwise provided herein, your use of this service under this agreement is governed by the laws of the State of Minnesota.



ACOUSTICS
ASSOCIATES

10750 XYLON AVE N., SUITE 140, BROOKLYN PARK, MN 55445
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Severability - If any term of these Acoustics Associates Inc. Terms and Conditions is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.