

SMS Terms and Conditions (the “Agreement”)

DEFINITIONS

“You” means the person or entity who participates in or uses the Service in any way.

“SWN,” “we,” “our,” “us,” and “provider” means SWN Communications Inc., as well as any other person or entity providing any service, applications or content from us or on our behalf.

“Service” means SWN’s on-demand alerting and incident response services. SWN provides the Service to its customers for both routine and emergency communications to designated groups of recipients across a variety of platforms, including SMS text messaging, to the communication device of each recipient’s choice.

ACCEPTANCE BY YOU

Our customers may enroll you or ask you to enroll in the Service. By using the Service provided by us, you have agreed to be bound by the terms and conditions of this Agreement. If you do not agree with this Agreement, you must immediately cease using the Service and contact us as provided below.

CHARGES

We will not separately charge individual recipients of SMS text messages for the messages they receive from our Service. However, message and data rates may apply from your mobile carrier in accordance with your wireless customer agreement with your carrier. You should consult your wireless service provider regarding its pricing plans.

PARTICIPATING CARRIERS

The Service is available through Verizon, Bandwidth.com, EarthLink and Point One. Additional carriers may be added without notice.

PARTICIPANT OPT-OUT OR HELP

You are responsible for managing the types of SMS text messages you receive. If you have any questions or need help, text **HELP** to 38671 or 82104. To stop receiving text messages, text **STOP** to 38671 or 82104. After doing so, you will receive confirmation of your opt-out and, thereafter, you will no longer receive text messages from us.

AUTOMATIC DIALING

We may use an automatic dialing system to deliver text messages to you. By your use of the Service, you give your consent to us to use an automatic dialing system to deliver text messages to the telephone or cell phone number that you have provided to transmit these text messages.

PRIVACY STATEMENT

SWN’s Privacy Statement can be found on its website at www.sendwordnow.com.

RELEASES; NO WARRANTIES, RESERVATIONS

By participating, you agree to release and hold harmless SWN and its respective representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with the Service, and for any claims based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation, invasion of privacy.

SWN makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any offer furnished by third parties in connection with the Service. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SWN HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

SWN is not responsible for technical, hardware, software, electronic, network, telephone or other communications

malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's wireless device relating to or resulting from participating in or using the Service.

SWN reserves the right to modify this Agreement, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your receipt of texts after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

WIRELESS EMERGENCY ALERTS DISCLAIMER

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered.

APPLICABLE LAW

Your use of the Service under this Agreement is governed by the laws of the State of New York.