

Montana Silversmiths, Inc. Messaging Terms & Conditions

You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS, MMS, and RCS) messages (e.g. cart reminders) from Montana Silversmiths, Inc., including text messages that may be sent using an automatic telephone dialing system and/or AI-assisted technology, to the mobile telephone number you provided when signing up or any other number that you designate. You agree that you consent to receive such messages regardless of any state or federal time of day restrictions and/or the presence of your telephone number on any state or federal Do Not Call list/registry. Consent to receive automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply.

Message frequency will vary. Montana Silversmiths, Inc. reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Montana Silversmiths, Inc. also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Messages may not be deliverable if you add digits or symbols to our phone number. Montana Silversmiths, Inc., its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

You also agree to our Terms and Privacy Policy. We may share certain information with our service providers, including Attentive Mobile Inc., as described in our Privacy Policy.

Cancellation

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE, QUIT, REVOKE, or OPT OUT to our shortcode to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE, QUIT, REVOKE or OPT OUT to our shortcode you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE, QUIT, REVOKE, or OPT OUT keyword commands and agree that Montana Silversmiths, Inc. and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Montana Silversmiths, Inc. through any other programs you have joined until you separately unsubscribe from those programs.

Help

Text the keyword HELP to our shortcode to return customer care contact information for messaging support.

Customer Care

If you require messaging support, please visit <https://support.attentive.com/help/> and submit the form with details about your problem or your request for support, or email support@attentive.com.

Contact

This message program is a service of Montana Silversmiths, Inc., located at 1 Sterling

Lane, Columbus, MT 59019.

Dispute Resolution

- a. **General.** In the interest of resolving disputes between you and Montana Silversmiths, Inc. in the most expedient and cost effective manner, you and Montana Silversmiths, Inc. agree that any dispute arising out of or in any way related to these messaging terms and conditions ("Messaging Terms") or your receipt of text messages from Montana Silversmiths, Inc. or its service providers will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Messaging Terms, or your receipt of text messages from Montana Silversmiths, Inc. or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. **YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND MONTANA SILVERSMITHS, INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.**
- b. **Exceptions.** Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Montana Silversmiths, Inc. to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim.
- c. **Arbitrator.** Any arbitration between you and Montana Silversmiths, Inc. will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Messaging Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Montana Silversmiths, Inc. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- d. **Notice; Process.** If you or Montana Silversmiths, Inc. intends to seek arbitration, then the party seeking arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Montana Silversmiths, Inc. address for Notice is: Montana Silversmiths, Inc., Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). You and Montana Silversmiths, Inc. will make good faith efforts to resolve the claim directly, but if you and Montana Silversmiths, Inc. do not reach an agreement to do so within 30 days after the Notice is received, you or Montana Silversmiths, Inc. may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer

made by you or Montana Silversmiths, Inc. must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

- e. Fees. If you commence arbitration in accordance with these Messaging Terms, Montana Silversmiths, Inc. will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. If the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator;
 - a. (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Montana Silversmiths, Inc. for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. You and Montana Silversmiths, Inc. agree that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from you or Montana Silversmiths, Inc. made within 14 days of the arbitrator's ruling on the merits.
- f. No Class Actions. YOU AND MONTANA SILVERSMITHS, INC. AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Montana Silversmiths, Inc. agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- g. Modifications to this Arbitration Provision. Notwithstanding anything to the contrary in these Messaging Terms, if Montana Silversmiths, Inc. makes any future change to this arbitration provision, other than a change to Montana Silversmiths, Inc. address for Notice, you may reject the change by sending us written notice within 30 days of the change to Montana Silversmiths, Inc. address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Montana Silversmiths, Inc.
- h. Enforceability. If an arbitrator decides that applicable law precludes enforcement of any of the limitations of subsection (f) above (addressing class, representative and consolidated proceedings) as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in court. If any other provision of these Messaging Terms is found to be unenforceable, the

applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.