

WealthSource Text Message Terms & Conditions

By “Opting In” to or using the WealthSource “Text Message Service” (both terms defined below), you accept these Terms & Conditions (“Terms”), agree to resolve disputes with WealthSource through binding arbitration (and with very limited exceptions, in court), and you waive any right to participate in class action lawsuits, all as detailed in the “Disputes” section below.

Definitions

- “Text Message Service” includes any arrangement or situation in which WealthSource sends (or indicates that it may send, or receives a request that it send) one or more text messages.
- “Opting In,” “Opt In” and “Opt-In” refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages.
- “WealthSource” means WealthSource Partners, LLC and its parent companies, affiliates, and subsidiaries.

Opting In

By Opting In to a Text Message Service:

- You authorize WealthSource to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number from which you send the Opt-In, or, if none, the number on file for the account associated with your Opt-In). You also authorize WealthSource to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of receiving services from WealthSource, and you may opt out at any time, as set forth below.
- You are signing your Opt-In to the Text Message Service and agreeing to be bound by these Terms.
- You confirm that you are the owner or subscriber of record of the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
- You consent to the use of an electronic record to document your Opt-In. To withdraw your consent, request a free paper or email copy of your Opt-In, or to update your contact information in our records, please call 1-800-546-0123. To view and retain an electronic copy of these Terms or your Opt-In, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. For an email copy, you’ll also need an email account you can access from the device, along with a browser or other software that can display the email. These Terms will still apply if you withdraw the consent mentioned above or opt out of the Text Message Service.

After Opting In, in addition to the main messages and service offers, you may receive one or more welcome messages, disclosure messages or administrative messages, such as a request to confirm your Opt-In.

About the Text Message Services and Opting Out

Message and data rates may apply depending on your carrier or plan. The Text Message Service may send multiple, recurring and/or frequent messages to some recipients, and may send limited, ad hoc messages to other recipients depending primarily on the relationship of the recipient with WealthSource. WealthSource may terminate the Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these Terms will continue to apply. You can get help by texting HELP to the WealthSource number that you received the text from, and you can opt out by texting STOP to that number as well. Your opt-out request may generate a confirmation text which may require you to provide a confirmation in order to complete your opt out.

You consent to the handling of your information as described in WealthSource’s Privacy Policy. You must be 18 years of age or older (except in Alabama and Nebraska, where you must be 19 years of age or older) to Opt In and/or use the Text Message Service.

Disputes

Any dispute or claim arising out of or relating in any way to the Text Message Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO BRING AND/OR MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, RELATING TO ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on WealthSource Partners, LLC, 735 Tank Farm Road, Suite 240, San Luis Obispo, CA 93401. The arbitration will be conducted by the AAA under its rules. The AAA's rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Both you and WealthSource agree not to seek attorney's fees and costs in an arbitration proceeding unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at a mutually agreed upon location.

Both you and WealthSource agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one party's claims, and may not otherwise preside over any form of a representative or class proceeding.

If for any reason a claim proceeds in court rather than in arbitration, both you and WealthSource waive any right to a jury trial unless such waiver is unenforceable. This means that any claim would be decided by a judge rather than a jury.

Both you and WealthSource agree that you or WealthSource may bring an action in court to seek to enjoin infringement or other misuse of intellectual property rights.

Applicable Law

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF CALIFORNIA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND ANY DISPUTES OR CLAIMS AGAINST WEALTHSOURCE ARISING OUT OF OR RELATING IN ANY WAY TO THE TEXT MESSAGE SERVICE.

Mobile Carriers

The Text Message Service may be limited to specific mobile carriers. Neither WealthSource nor the mobile carriers shall be liable for delayed or undelivered messages.