Adopted: 12/2021

MESSAGING CONSENT AND TERMS OF USE

Consent to Receive Messages

By choosing to receive promotional materials, you agree to receive recurring automated marketing text messages from Happy Cabbage and its partners or customers at the cell number used when signing up. Consent is not a condition of any purchase. Messaging & data rates may apply.

By signing up for a newsletter, and/or providing your email address or cell phone number anywhere on a HappyCabbage.io or Rate.HCA.cab website (or any affiliated websites, including sites hosted by third parties), you are consenting to receive email notifications and communications from Happy Cabbage, its partners, customers, and employees of Happy Cabbage, for promotional and marketing purposes.

You are also consenting to have your consent and other personal information shared with Happy Cabbage customers. If you have any other questions about the use of your personal information, please refer to our Privacy Policy available at:

 $\underline{https://uploads-ssl.webflow.com/5d46254e52d2932dcbc10ee9/6166977d6f0f4c43ba1ee54b_Happy-Ca\underline{bbage-Privacy-Policy.pdf}}.$

You may revoke your consent at any time by sending a "STOP" reply to the sending party or by emailing support@happycabbage.io.

Acceptance of Terms

Happy Cabbage offers texting services subject to acceptance of all of the terms and conditions contained in this notice and consent and including the Privacy Policy available at https://uploads-ssl.webflow.com/5d46254e52d2932dcbc10ee9/6166977d6f0f4c43ba1ee54b_Happy-Cabbage-Privacy-Policy.pdf and all other operating rules, policies, and procedures applicable to individual consumers that may be made available by the Company, which are incorporated by reference.

These Messaging Terms of Use apply to every user of the messaging service. In addition, some services offered through the messaging service may be subject to additional terms and conditions adopted by the Company. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Messaging Terms of Use by this reference. The Company reserves the right, at its sole discretion, to modify or replace these Messaging Terms of Use. It is your responsibility to check the Messaging Terms of Use periodically for changes. Your continued use of the messaging services following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

The Company reserves the right to change, suspend, or discontinue the messaging services (including, but not limited to, the availability of any feature, database, or content) at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

Messaging services are available only to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in those jurisdictions.