

Related Companies SMS Terms and Conditions

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED BELOW. PLEASE READ CAREFULLY.

Related Companies, Inc. (“Related,” “we,” “us,” or “our”) provides these Related Companies SMS Terms and Conditions (the “Related SMS Terms”), which govern the provision and delivery of text messages by us or our text message service providers to you (the “#HelloHudsonYards”). Related provides this text message service to (1) provide you with information you requested from Related and/or (2) notify you of special offers, sales, and events that may interest you.

#HelloHudsonYards

Receive special text offers and deals from **#HelloHudsonYards** through your mobile device. Text **JOIN** to 43770 to receive 2 text messages per month with national deals. **Message and data rates may apply.**

By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services.

By signing up, you are confirming you are over the age of 13.

Opting Out of #HelloHudsonYards messages:

If you no longer want to receive #HelloHudsonYards messages you may text **STOP** to the short code 43770, or reply with **STOP** to any text message from Related. After unsubscribing, we may send you confirmation of your opt-out via text message. If you have revoked consent and want to re-enroll in our text message program, you can resume your enrollment by texting **JOIN** to 43770.

HELP Information

For additional information, text **HELP** to 43770 or contact SMS@related.com.

Privacy

We take your privacy seriously. Please visit [Privacy Policy](#) to review our privacy policy.

E-SIGN Disclosure:

By agreeing to receive #HelloHudsonYards messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by sending an email to SMS@related.com with “Revoke Electronic Consent” in the subject line. To view and retain a copy of this disclosure or any information

regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, send an email to SMS@related.com with contact information and the address for delivery.

Signing Up for #HelloHudsonYards messages:

Related will send #HelloHudsonYards messages only to those who consent to receive such text messages. You may subscribe by texting the advertised keyword to 43770. You can also sign up by entering your information in one of our kiosks. By signing up to receive #HelloHudsonYards messages, you agree to these Related SMS Terms and Related's [Privacy Policy](#). You also agree that Related or its agents may use any automated or non-automated technology to send you promotional and/or informational text messages. You understand that you are not required to receive Related promotional text messages as a condition of using services or products made available by Related.

Costs of Signing Up for #HelloHudsonYards messages:

Related does not charge you for its text message program. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

Frequency of Text Messages:

We may send you an initial message confirming that we have received your opt-in. After that, the specific amount of text messages may vary depending on how you use our services and whether you take steps to generate additional text messages from us (such as by sending a HELP request).

Participating Carriers:

Content is not available on all carriers and carrier participation could change. As of 05/01/2019, our text messages can be sent through the following carriers: AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not

liable for delayed or undelivered messages. The content is not compatible with all mobile device models. The list of participating carriers may be changed at Related's sole discretion without prior notice. Related will not be liable for any delays in the receipt of any text messages or changes to the participating carriers as delivery is subject to effective transmission from your carrier with active participation at that time. The mobile carriers are not liable for delayed or undelivered messages.

Eligibility:

By signing up to receive #HelloHudsonYards messages, you represent that you are 13 years of age or older and understand the obligations and agree to the terms set forth in these Related SMS Terms, which forms a binding agreement between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided. In the event that you change or deactivate the mobile number you enrolled in #HelloHudsonYards messages, you agree you will promptly notify Related at SMS@related.com to have your number removed.

Opting Out of #HelloHudsonYards messages:

If you no longer want to receive #HelloHudsonYards messages you may text **STOP** to the short code 43770, or reply with **STOP** to any text message from Related. After unsubscribing, we may send you confirmation of your opt-out via text message. If you have revoked consent and want to re-enroll in our text message program, you can resume your enrollment by texting **JOIN** to 43770.

Modifications to these Related SMS Terms:

We reserve the right to modify these Related SMS Terms, 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 continued enrollment in #HelloHudsonYards messages shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

Arbitration and Class Action Waiver:

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Related agree that these Related SMS Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Arbitration and Class Action Waiver section is intended to be interpreted broadly and governs any and all disputes between us, including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Related SMS Terms or any prior agreement (including, but not limited to, claims related to advertising or your receipt of any text messages from us or our services providers); and claims that may arise

after the termination of these Related SMS Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Related SMS Terms, you agree to resolve any and all disputes with Related as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Related at SMS@related.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Related, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Related SMS Terms (including the Related SMS Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, your receipt of text messages from us or our service providers, and/or your enrollment in #HelloHudsonYards messages shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Related SMS Terms or the Privacy Policy, including but not limited to any claim that all or any part of these Related SMS Terms or Privacy Policy is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 620 Eighth Ave. NY Times Building 34th Floor New York, NY 10018 USA; and (c) send one copy of the Demand for Arbitration to Related Legal at 60 Columbus Circle, 19th Floor New York, NY 10023.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Related will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Related will pay the fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You

are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in the State of New York, United States of America. You and Related further agree to submit to the personal jurisdiction of any federal or state court in New York, New York in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND RELATED AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception: Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending emailing written notice of your decision to opt out to SMS@related.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." Please include in your email the phone number you submitted to us to enroll in #HelloHudsonYards messages. The notice must be sent within thirty (30) days of your enrollment in #HelloHudsonYards messages; otherwise, you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Related also will not be bound by them.

Changes to This Section: Related will provide thirty (30) days' notice of any changes affecting the substance of this Arbitration and Class Action section by posting on our website, sending you a message, or otherwise notifying you. Amendments will become effective thirty (30) days after they are posted on the website or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you enrolled in #HelloHudsonYards messages.

Survival: This Arbitration and Class Action Waiver section shall survive any termination of these Related SMS Terms, the #HelloHudsonYards messages, or your enrollment in #HelloHudsonYards messages.

Contact Us:

For more information, please email us at SMS@related.com, visit www.related.com or text HELP in response to one of our text messages.