

## **Live Basil® Rewards Text Message Service Terms & Conditions**

**Updated: March 23, 2015**

By entering your mobile phone number(s) and signing up for the Live Basil® Rewards text message service (the “Service”), you (i) acknowledge and represent to Live Basil Servicing LLC (“Live Basil Pizza”) that you are at least 18 years old and owner or authorized user of the mobile phone(s) that you link to the Service; (ii) agree to receive text messages from Live Basil Pizza, which may be sent via automated means, to the mobile phone number(s) you provide; (iii) understand that you are not required to provide consent to receive text messages via the Service as a condition of purchasing any goods or services; and (iv) expressly agree to be bound by the terms and conditions herein, including without limitation, any terms incorporated herein by reference (“Agreement”). If you do not consent to the terms of this Agreement, you must immediately cease using the Service and contact us as provided below.

Live Basil Pizza may, at any time, revise or modify this Agreement or impose new conditions for use of the Service. Such changes, revisions, or modifications shall be effective immediately upon notice to you, which may be given by any means including, without limitation, posting on our website or by email. Any use of the Service by you after such notice shall constitute your acceptance of such changes, revisions, or modifications.

### **What are the Participating Carriers?**

Content is not available on all carriers. The Service is available on the carriers listed below. The Service may not be compatible with all cell phone models.

- Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.
- Additional carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

### **What is the Live Basil® Rewards program and how many text messages will I receive?**

Live Basil® Rewards is a loyalty program that allows you to accumulate points and redeem rewards at participating Live Basil® Pizza restaurants. Your mobile phone number will be your account number for the Live Basil® Rewards program and you may choose to opt in to receive

text messages regarding the LiveBasil® brand, which may include offers. For complete details and terms and conditions for Live Basil® Rewards, please visit [www.livebasilpizza.com](http://www.livebasilpizza.com). Text messages will only be sent to the mobile phone number used to enroll in the program. We will not send more than 5 messages per month to your mobile phone number.

### **How do I sign up for the Service?**

Sign up for the Service in stores at one of our Live Basil® Rewards loyalty program kiosks.

### **Is it free?**

Message and data rates may apply. Although Live Basil Pizza does not charge you for sending or receiving text messages to 303-816-8928, you may be charged by your carrier depending upon your text message plan.

### **How do I opt out of receiving text messages?**

To stop receiving text messages from Live Basil Pizza, text STOP to 303-816-8928. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your mobile phone unless you opt back in to the Service.

### **What if I want more information?**

To request more information, simply text HELP to 303-816-8928. Texting HELP will return a message with additional information about the Service. In addition, you may obtain additional information by sending an email to [rewards@livebasilpizza.com](mailto:rewards@livebasilpizza.com) or by calling 888-863-6105.

### **Privacy Policy**

Live Basil Pizza's Privacy Policy, available at [www.livebasilpizza.com](http://www.livebasilpizza.com), is hereby expressly incorporated into this Agreement. Please be advised that data obtained from you in connection with the Service, including but not limited to your mobile phone number, your carrier's name, the date, time, and content of your messages, and other information you provide to us in connection with the Service will be treated in accordance with our Privacy Policy. By signing up for the Service, you consent to the collection, storage, and processing of such information in accordance with our Privacy Policy.

### **Indemnification**

You agree to indemnify, defend, and hold Live Basil Pizza and its officers, directors, employees, agents, licensors, and service providers (collectively, the "Live Basil Pizza Parties") harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Service.

### **Disclaimer of Warranties**

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND LIVE BASIL PIZZA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LIVE BASIL PIZZA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, LIVE BASIL PIZZA WILL NOT BE LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY TEXT MESSAGES, AS DELIVERY IS SUBJECT TO THE EFFECTIVE TRANSMISSION FROM YOUR CARRIER AND/OR NETWORK OPERATOR. THE ABOVE EXCLUSIONS MAY NOT APPLY IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES.

### **Limitation of Liability**

IN NO EVENT WILL THE LIVE BASIL PIZZA PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE OR ANY TEXT MESSAGE CONTENT, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. USE OF THE SERVICE IS AT YOUR SOLE RISK. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE LIVE BASIL PIZZA PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

### **Governing Law; Jurisdiction and Venue**

This Agreement and any dispute or claim arising out of or related to this Agreement, its subject matter, or its formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal or state courts located in Denver, Colorado. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Entire Agreement**

This Agreement together with our Privacy Policy and the terms and conditions for Live Basil® Rewards available at [www.livebasilpizza.com](http://www.livebasilpizza.com) constitute the sole and entire agreement between you and Live Basil Pizza with respect to the Service, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service.

## **Contact Us**

If you have any questions about the Service or this Agreement, you may call us at 888-863-6105, email us at [rewards@livebasilpizza.com](mailto:rewards@livebasilpizza.com), or write to us at:

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