CAMPAIGN FOR VICKI DAVIS

TEXT/MOBILE MESSAGING TERMS & CONDITIONS

1. Agreement to Terms

Campaign for Vicki Davis ("Campaign for Vicki Davis," "Vicki Davis for New York House District 121," "Vicki Davis for New York," "We," "Us," or "Our") offers a mobile messaging program (the "Program") subject to these Mobile Messaging Terms & Conditions (the "Terms"). By opting into or participating in any of Our Programs, you accept and agree to these Terms, including your agreement to resolve disputes through binding, individual-only arbitration as described in the Dispute Resolution section below.

2. Modification of Terms

We reserve the right to revise these Terms at any time. Any revisions will become effective upon the updated effective date listed at the top of these Terms. Your continued participation in the Program following notice of any revisions constitutes your acceptance of those changes.

3. User Opt-In / Consent

The Program allows users to receive recurring campaign-related text messages by affirmatively opting in. By participating in the Program, you consent to receive autodialed or prerecorded calls and text messages from Campaign for Vicki Davis at the mobile number you provided. Consent is not required as a condition of purchase or any other transaction.

Consent provided through this Program is granted solely and exclusively to Campaign for Vicki Davis. Your consent will not be shared with, transferred to, sold to, or used by any other candidate committee, political organization, PAC, party committee, or third party for the purpose of sending you messages. Each sender must obtain its own individual consent from you.

4. Opt-In Confirmation Message

Upon opting in, you will receive an automated confirmation message that includes: the Campaign name, a description of message types you will receive, message frequency disclosure, data rate notice, opt-out instructions (reply STOP), and help instructions (reply HELP). Example: "You're signed up for Campaign for Vicki Davis updates. Recurring msgs: news, events, fundraising, volunteer opps. Msg & data rates may apply. Reply STOP to cancel, HELP for help."

5. User Opt-Out

You may opt out of the Program at any time by replying STOP, QUIT, END, CANCEL, UNSUBSCRIBE, or STOP ALL to any text message received from Us. You may receive an additional message confirming your opt-out request. For additional assistance, you may email info@vickidavisny121.com.

You understand and agree that the foregoing methods are the only reasonable methods of opting out. Opt-out requests will be honored immediately and no further messages will be sent to your number unless you re-subscribe.

Re-Subscription: If you have opted out and wish to resume receiving messages, you may reply START to any prior message, or text START to our Program number. By doing so, you re-consent to receive Program messages subject to these Terms.

6. Help Instructions

For support regarding the Program, reply HELP to any message. You will receive a response that includes the Campaign name, a valid support contact (email and phone), and opt-out instructions.

Contact Information:

- Vicki Davis for New York 121

- 476 Poplar Hill Road 1, Unadilla, NY 13849
- Email: info@vickidavisny121.com
- Website: https://www.vickidavisny121.com

7. Carrier Liability Disclaimer

Carriers (including but not limited to AT&T, T-Mobile, Verizon, and their MVNOs) are not liable for delayed or undelivered messages. Message delivery is subject to network availability and carrier routing. Campaign for Vicki Davis is not responsible for messages that are delayed or not delivered due to carrier network issues.

8. Program Description

Participants in the Program may receive recurring campaign communications including:

- Fundraising requests and donation appeals
- Volunteer opportunities and recruitment
- Voter outreach communications
- Event invitations and reminders
- Campaign updates and news
- Other political communications from Campaign for Vicki Davis

All fundraising messages will include required paid-for-by disclosures consistent with New York campaign finance law and applicable FEC requirements. The campaign is registered with the New York Division of Elections. Contributions are subject to New York law contribution limits.

9. Cost and Frequency

Message and data rates may apply based on your mobile carrier's plan. Message frequency varies based on your interaction with the campaign and campaign activity levels. You can expect recurring messages throughout the 2026 election cycle.

10. MMS Disclosure

The Program may send MMS (multimedia) messages including images and links. If your mobile device does not support MMS messaging, you may receive the text portion of the message as an SMS.

11. Age Restriction

The Program is intended for individuals who are 18 years of age or older and eligible to participate in the U.S. political process. By participating in the Program, you represent that you are at least 18 years old. The Program is not intended for individuals under the age of 18. If you believe a minor has enrolled in the Program, please contact us immediately at info@vickidavisny121.com

12. Duty to Notify and Indemnify

If you change, transfer, or discontinue use of the mobile number associated with your participation in the Program, you agree to complete the opt-out process before ending use of that number. You agree to indemnify and hold harmless Campaign for Vicki Davis, its agents, and service providers from any claims or liabilities arising from your failure to notify Us of such changes, including claims under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and related federal or New York laws.

13. No Third-Party Sharing for Marketing

mobile information, including your phone number and SMS opt-in consent, will be shared with third parties or affiliates for marketing or promotional purposes. SMS opt-in data and consent obtained through this Program will not be shared with any third parties, sold, rented, leased, or traded. This prohibition applies to sharing for marketing purposes, lead generation purposes, or third-party analytics purposes. Information may only be shared as described in the Privacy Policy to operate the Program itself (e.g., texting platform vendors, compliance providers) under strict data processing agreements.

14. Political Messaging Compliance & Campaign Verify

This program has been registered as a political messaging campaign under the 10DLC (10-Digit Long Code) standards administered by The Campaign Registry (TCR). As required by U.S. wireless carriers effective February 17, 2026, Campaign for Vicki Davis has obtained and maintains a valid Campaign Verify Authorization Token issued by CampaignVerify.org, confirming the identity and legal status of this political committee. This token is required for all political messaging across 10DLC, Short Code, and Toll-Free channels.

15. Content Standards

All messages sent through this Program comply with CTIA Messaging Principles and Best Practices (October 2025), TCPA requirements, and all applicable carrier codes of conduct. The Program does not send prohibited content including but not limited to: sexual content, hate speech, content promoting violence, or any content classified as SHAFT (Sex, Hate, Alcohol, Firearms, Tobacco) by carrier guidelines.

16. Truthful and Accurate Information

You agree to provide accurate, complete, and truthful information in connection with the Program. We reserve the right to deny access to the Program or pursue appropriate remedies if any information provided is false, misleading, or incomplete.

17. Privacy Policy

Your use of this Program is also governed by our Privacy Policy, which is incorporated herein by reference. The Privacy Policy is available at https://www.vickidavisny121.com and describes how we collect, use, and protect your personal information. By participating in this Program, you acknowledge that you have read and agree to our Privacy Policy.

18. Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to the Program or these Terms shall be resolved through binding arbitration in Otsego, New York in accordance with applicable federal law and the rules of the American Arbitration Association. The parties waive any right to a jury trial or participation in any class action proceeding.

19. Governing Law

These Terms are governed by the laws of the State of New York and applicable federal law, including the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and regulations promulgated by the FCC.