

SPX Aids to Navigation LLC SMS Terms and Conditions

SPX Aids to Navigation LLC (“SPX Aids to Navigation”, “we”, “our” or “us”) collects and uses your name, business mobile phone number, and business email address to provide work-related SMS text messages (being a mobile-network messaging service used to send and receive text messages using a mobile telephone number) in connection with services you perform for us, whether directly as our employee, as a self-employed contractor, or indirectly as an employee of our subcontractor or agent. SPX Aids to Navigation provides technology-enabled services, including service appointment notifications, operational messaging, and related support services in connection with the activities defined in section 1 below (“**Services**”).

1. Terms

By opting in to receive SMS text messages from SPX Aids to Navigation, you agree to be bound by these Terms and Conditions. By providing your consent, you agree to receive SMS text messages related to:

- service appointment confirmations, reminders and updates;
- site access instructions/information, safety notices, incident alerts;
- scheduling and/or dispatch updates and arrival/delay notifications;
- requests for operational confirmation;
- inquiries and support requests; and
- other service-related communications only.

We will not send marketing or promotional messages to you, nor will we share, sell, rent or disclose your information to third parties or affiliates for marketing or promotional purposes, unless in each case you have separately and expressly agreed to receive them in advance.

Message frequency varies.

Message and data rates may apply.

Reply **STOP** to opt out.

Reply **HELP** for assistance.

2. ‘Opting in’ (Consent)

By providing your personal information (name, email address, mobile phone number) and replying **YES** to our opt-in SMS text message, you expressly consent to receive SMS text messages from SPX Aids to Navigation related to the activities defined in section 1 above.

Consent to receive our SMS text messages is voluntary and not related to, nor a condition of, the purchase of any goods or services. We will not offer to sell you anything in the provision of this SMS text message service.

We will not send any SMS text messages without first having received your express ‘opt-in’ acceptance.

3. Your responsibilities

You agree and acknowledge that:

- you are legally permitted to share your personal information with us;
- your personal information is accurate and up-to-date;
- you will promptly inform us of any changes to your personal information;
- you will use the Services in accordance with the applicable laws.

4. Privacy Policy

Your use of our Services is also subject to the terms of our Privacy Policy available here: [SMS Data Privacy Notice](#).

5. Intellectual Property

SPX Aids to Navigation and its licensors retain all intellectual property rights in the Services and related materials (including, but not limited to, the SMS text messaging platform, software, documentation, templates, service materials, branding, logos, marks, know-how etc.). Except for the limited right to receive and view SMS text messages for operational purposes, nothing in these Terms and Conditions grant you any right, title or interest in or to any intellectual property rights of SPX Aids to Navigation or its licensors.

6. Limitation of liability

SPX Aids to Navigation shall not be responsible for any delay, delivery failure, message interruption caused by any carrier, network, or any other circumstances beyond our reasonable control.

Notwithstanding anything to the contrary in these Terms and Conditions, SPX Aids to Navigation shall have no liability of any kind arising out of or relating to the Services or any operational SMS text messages sent (or not sent) under these Terms and Conditions, save only for liability that cannot be excluded under applicable law and our liability for third-party claims to the extent directly caused by our gross negligence or willful misconduct, in each case as finally determined by a court of competent jurisdiction.

7. Disclaimer of Warranties

Except as expressly set out in these Terms and Conditions, the Services are provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, SPX Aids to Navigation excludes all warranties, representations, conditions and other terms, whether express, implied or statutory, including any implied warranties or conditions of non-infringement, fitness for a particular purpose, accuracy, completeness or error-free operation.

8. Waiver of consequential, indirect damages

Notwithstanding anything in these Terms and Conditions to the contrary, to the fullest extent permitted by applicable law, SPX Aids to Navigation shall not be liable under any theory of relief, arising out of or related to these Terms and Conditions, the Services or our acts or omissions in connection therewith for incidental, indirect, special or consequential damages of any nature, including, without limitation, loss of profits or contract, damage to property or loss of use, any business interruption or loss of profit, anticipated savings, data, contract, goodwill or the like that you may suffer or have claimed against you.

9. Contact

You may contact us at:

Email: jack.burden@spx.com

Telephone: +1 615.503.2000

Post: SPX Aids to Navigation LLC, 332 Nicol Mill Lane, Franklin, Tennessee 37067

10. Modifications

We may revise these Terms and Conditions from time to time. Unless otherwise stated, updated Terms and Conditions will take effect when posted or otherwise made available to you, and your continued use of the Services after that time constitutes your acceptance of the updated Terms and Conditions.

11. Jury Trial Waiver

To the fullest extent permitted by applicable law, each Party knowingly, voluntarily and intentionally waives any and all right it may have to a trial by jury in any action, claim, suit, proceeding, or counterclaim arising out of, or in connection with, these Terms and Conditions, the Services or the relationship between the Parties. Each Party acknowledges that it has had reasonable opportunity to review this waiver, obtain independent legal advice before accepting these Terms and Conditions.

12. Governing Law

These Terms and Conditions and any dispute, claim, or controversy arising out of or relating to it or its subject matter or formation (whether sounding in contract, tort, statute, or otherwise) shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice-of-law or conflict-of-laws rules or provisions that would require or permit the application of the laws of any jurisdiction other than the State of Tennessee. You agree that the exclusive venue for any claim or cause of action arising out of or relating to these Terms and Conditions shall be in the state or federal courts located in Nashville, Tennessee. Provided, however, that with respect to any individual (natural person) using or affected by the Services, nothing in this section is intended to deprive such individual of the protection of any mandatory consumer-protection or similar laws that cannot be contractually waived under the laws that would otherwise apply in the absence of this choice-of-law provision.