

TERMS AND CONDITIONS

SMS Messaging Services

Alpha Drive AI

1. Agreement to Terms

These Terms and Conditions ("Terms") govern your use of SMS messaging services provided by Alpha Drive AI ("Company," "we," "us," or "our") on behalf of participating automotive dealerships ("Dealership Partners"). By opting into or interacting with our SMS messaging service, you agree to be bound by these Terms.

If you do not agree to these Terms, do not opt in to our SMS services and reply STOP to any message you receive from us.

2. Description of Services

We provide the following SMS-based communication services:

- **Call Transfer Alerts:** SMS notifications sent to dealership employees when an inbound call is being transferred to them, including relevant caller context such as name, reason for call, and preferences.
- **Appointment Confirmation Messages:** SMS confirmations sent to consumers who have explicitly requested a text confirmation of their scheduled appointment during a phone interaction.
- **Two-Way SMS Conversations:** Consumers may initiate and complete appointment scheduling or service inquiries entirely via SMS by texting the designated dealership number.

We do not send marketing, promotional, or unsolicited messages. All consumer-facing messages are transactional or service-oriented and are sent only following explicit opt-in consent.

3. Consent and Opt-In

3.1 Consumer Opt-In

By providing your mobile phone number and verbally agreeing to receive a text message during a phone call, or by texting a dealership's designated SMS number, you expressly consent to receive SMS messages from us on behalf of the relevant Dealership Partner. Your consent includes:

- Appointment confirmation and scheduling messages
- Responses to your inbound SMS inquiries
- Status updates or follow-up messages directly related to your service request

3.2 Employee Opt-In

Dealership employees receive SMS notifications as part of their operational role. By accepting employment or executing an onboarding agreement that references SMS-based operational communications, employees consent to receive call transfer alerts and related operational messages to their designated work phone number.

3.3 Consent Records

We maintain records of all opt-in consents, including the date, time, and method of consent. These records are available upon request and are retained in accordance with applicable law.

4. Opt-Out Instructions

You may opt out of SMS communications at any time using the following methods:

- Reply STOP to any message you receive from us. Upon receipt, you will receive one final confirmation message and no further messages will be sent.
- Contact us directly at [your contact information] to request removal from our messaging list.

After opting out, you may re-subscribe at any time by replying START or by contacting the dealership directly.

For help, reply HELP to any message or contact us at legal@alphadriveai.com.

5. Message Frequency and Content

Message frequency varies based on your specific interactions with the service:

- Appointment confirmation messages: Sent once per confirmed appointment, at your explicit request.
- Two-way SMS conversations: Message frequency depends on the length and nature of the scheduling conversation.
- Employee call transfer alerts: Sent each time a relevant call is transferred to the employee.

All messages are directly related to your service interaction or operational role. We do not send recurring marketing messages.

6. Charges and Fees

We do not charge you for SMS messages sent through our platform. However, standard message and data rates may apply based on your mobile carrier plan and rate structure. You are responsible for any such charges assessed by your carrier. Please check with your carrier for details on your messaging plan.

7. User Responsibilities

By using our SMS services, you agree to:

- Provide accurate contact information, including a valid mobile phone number.
 - Notify us promptly if your phone number changes.
 - Use the SMS service only for its intended purpose of scheduling, confirming, and managing dealership service appointments.
 - Not use our service to send or attempt to send any unlawful, harassing, abusive, fraudulent, or otherwise inappropriate content.
 - Not attempt to reverse-engineer, interfere with, or disrupt any component of our messaging platform.
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8. Dealership Partner Responsibilities

Dealership Partners that utilize our platform agree to:

- Ensure proper opt-in consent is obtained from consumers and documented in accordance with TCPA requirements.
 - Train staff on proper consent collection procedures, including required verbal opt-in language.
 - Honor opt-out requests promptly and ensure opt-out records are maintained.
 - Use the platform only for lawful, transactional communications consistent with these Terms.
 - Comply with all applicable federal, state, and local laws governing electronic communications.
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9. Prohibited Uses

The following uses of our SMS service are strictly prohibited:

- Sending marketing, promotional, or solicitation messages without separate written consent
 - Sending messages to individuals who have opted out
 - Using the service to harass, threaten, or deceive recipients
 - Impersonating any person, business, or entity
 - Transmitting spam, chain messages, or bulk unsolicited communications
 - Using the service in violation of any applicable law or regulation, including the TCPA, CAN-SPAM Act, or applicable state consumer protection laws
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10. Intellectual Property

All software, content, technology, and systems underlying our SMS platform are the property of Alpha Drive AI or its licensors. Nothing in these Terms grants you any right, title, or interest in our intellectual property. You may not reproduce, modify, distribute, or create derivative works from any component of our platform without our express written consent.

11. Disclaimers

OUR SMS SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability or fitness for a particular purpose
- Warranties of uninterrupted or error-free service
- Warranties regarding the accuracy, completeness, or timeliness of messages delivered

We do not warrant that messages will be delivered without delay or error, as delivery is subject to mobile carrier network conditions and functionality.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALPHA DRIVE AI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF OUR SMS SERVICES, INCLUDING BUT NOT LIMITED TO:

- Loss of data, revenue, or profits
- Delayed or undelivered messages

- Unauthorized access to your communications
- Any actions taken or not taken based on the content of a message

Our total liability for any claim arising out of or related to these Terms or our services shall not exceed the amount paid by the applicable Dealership Partner for services in the [three (3)] month period preceding the claim.

13. Indemnification

You agree to indemnify, defend, and hold harmless Alpha Drive AI and its officers, directors, employees, agents, and Dealership Partners from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your violation of these Terms
 - Your misuse of the SMS service
 - Your violation of any applicable law or third-party rights
 - Any content you submit through the SMS service
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14. Compliance with Laws

Our SMS services are designed to comply with applicable telecommunications laws, including the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and applicable carrier guidelines, including CTIA Messaging Principles and Best Practices. We require all Dealership Partners to comply with these laws and guidelines as a condition of using our platform.

You are solely responsible for ensuring your use of the service complies with all laws applicable to your jurisdiction, including state-level consumer protection and privacy laws.

15. Modifications to These Terms

We reserve the right to update or modify these Terms at any time. We will notify users of material changes by updating the "Last Updated" date at the top of this document and, where appropriate, by sending a notification via SMS or other communication channel. Your continued use of our SMS services following the effective date of the revised Terms constitutes your acceptance of those changes.

16. Termination

We reserve the right to suspend or terminate your access to our SMS services at any time, with or without cause or notice, including if we believe you have violated these Terms or applicable

law. You may terminate your participation at any time by replying STOP or contacting us directly.

Upon termination, your right to use our services ceases immediately. Provisions that by their nature should survive termination, including Sections 10, 11, 12, and 13, shall survive.

17. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms or our services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction.

You waive any right to bring claims as a class action or in a class arbitration proceeding.

18. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Alpha Drive AI with respect to your use of our SMS services and supersede all prior or contemporaneous agreements, representations, or understandings.

19. Contact Information

For questions about these Terms or our SMS services, please contact us at:

Alpha Drive AI

Attn: Legal / Compliance

24031 S Tamiami Trl, Suite 201

Bonita Springs, FL 34135

Email: legal@alphadriveai.com

Phone: [Your Phone Number]

Website: www.alphadriveai.com