

VERIZON WIRELESS TERMS AND CONDITIONS FOR ACCESS TO ARCHIVED MESSAGES

This agreement is between you as our subscriber and Verizon Wireless (“VZW”) and it sets forth the terms and conditions under which you agree to use and we agree to provide access to Archived Messages through the Archived Messages Service (as such terms are defined below). By using the Archived Messages Service, you accept these Terms and Conditions, which may be modified by us from time to time.

1. Definitions.

- 1.1 **Archived Messages** means the Participating Employee’s Messages available for retrieval by SMARSH from VZW.
- 1.2 **Archived Messages Service** means SMARSH’s service that provides Archived Messages to you.
- 1.3 **Customer Liable MDNs** means a VZW Mobile Directory Number (MDN) that is established under your corporate account and corporate name for which you are financially responsible for the payment to VZW for VZW service.
- 1.4 **Employee Liable MDN** means a VZW MDN that is established in the name of an individual employee of your company and such individual employee is financially responsible for the payment to VZW for VZW services.
- 1.5 **Messages** means messages sent or received by the Participating Employee via the short message service (SMS) or the multimedia message service (MMS).
- 1.6 **Participating Employee** means your employee who has opted into the Archived Messages Service via your Customer Liable MDN.

2. Archived Messages Service.

- 2.1 You will only access, use, copy, store or disclose Archived Messages in accordance with these Terms and Conditions. Customer will not access, use, copy, store or disclose Archived Messages for any other purpose.
 - (a) **SMARSH.** You will enter into an agreement with SMARSH Inc. (“SMARSH”) for the Archived Messages Service and you will pay all of SMARSH’s charges for such Archived Messages Service in accordance with such agreement and these Terms and Conditions.
 - (b) **Customer Liable MDNs Only.** You will enroll only Customer Liable MDNs in the Archived Messages Service. You will not enroll any Employee Liable MDNs in the Archived Messages Service.
 - (c) **Notice and Consent.** Prior to enrolling any employee in the Archived Messages Service and accessing, using, storing, copying or disclosing any Participating Employee’s Archived Messages, you will provide advance disclosure to each employee containing clear and conspicuous notice of the terms and conditions of the Archived Messages Service, including how you and SMARSH will access, use, copy, retain, protect or disclose such employee’s Archived Messages, as well as the duration and purpose of such access, use, copying or retention. Prior to enrolling any employee in the Archived Messages Service, VZW will send a free to end user text message, pre-approved by you, to each employee containing a notice to opt-in to the Archived Messages Service, and you will not access, use, store, copy or disclose any employee’s Archived Messages until such consent has been obtained.
 - (d) **Revocation of Consent.** You will ensure that each Participating Employee may immediately revoke consent through readily available mechanisms to the Participating Employee. You will immediately notify SMARSH of any such revocation of consent so that SMARSH can notify VZW

of such revocation. If consent is revoked, then you will not access, retrieve, use, store, copy or disclose such employee's Archived Messages dated after the revocation date. You may access, use, store, copy or disclose such employee's Archived Messages retrieved by you prior to such revocation date.

- (e) **Transferring Mobile Device or Customer Liable MDN to Another Employee.** Prior to transferring a mobile device or Customer Liable MDN enrolled in the Archived Messages Service to another employee, you will disenroll or notify SMARSH to disenroll from the Archived Messages Service the Participating Employee and the Customer Liable MDN on that mobile device.
- (f) **Periodic Reminders.** VZW will provide periodic reminders to each Participating Employee of its enrollment in the Archived Messages Service, if Company enables such option in SMARSH's portal.
- (g) **Acknowledgement.** You acknowledge that VZW will make available to SMARSH the Archived Messages for use in connection with the Archived Messages Service and VZW will have no further control or responsibility for the Archived Messages once they are provided to SMARSH.
- (h) **Limitations and Restrictions.** You may access the Participating Employee's Archived Messages only with that Participating Employee's express knowledge and consent. You must maintain records of each employee's express, informed consent for you to collect such Participating Employee's Archived Messages. If a Participating Employee revokes such consent at any time, then you must immediately cease initiating requests for that employee's Archived Messages.

2.2 Customer Business Records. You will maintain full, complete and accurate records related to your performance under these Terms and Conditions, and shall preserve such records for five (5) years from the date of preparation; provided, however, that you will retain, for at least five (5) years following the latest access to Archived Messages, records sufficient to demonstrate each employee's consent to access and use its Archived Messages. Such records shall be available for inspection and copying by VZW during your normal business hours, upon five (5) days notice, but not more than once per quarter, unless otherwise required by applicable law, rule or regulation. If you refuse to comply with the obligations set forth in this Section or if VZW's review of such records reveals that you are in violation of any of these Terms and Conditions, then, in addition to its other remedies under these Terms and Conditions, your account agreement with VZW or at law or in equity, VZW may terminate your access to the Archived Messages.

2.3 Compliance with Laws, Policies and Practices. You will comply with all applicable laws, rules and regulations, including all applicable consumer protection, marketing, data security, export and privacy laws and Federal Trade Commission privacy initiatives. You are solely responsible for making any disclosures required by law, rule, regulation, or otherwise regarding the nature, accuracy, effectiveness, or limitations of the Archived Messages Service.

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