

## SMS Terms & Conditions for VI Online Internships

Please read these SMS Terms and Conditions (the “**Terms**”) carefully. They provide information on your legal rights and obligations. These Terms are a binding agreement between you and Virtual Internship Partners Ltd. and its affiliates (“VI”, “we,” “us”). By checking the box in our application form, you agree to these Terms as well as our Participation Agreement and [Privacy Policy](#).

- 1. Consent.** These Terms are applicable to students enrolled in VI’s online internship programs (“**Participants**”) who have expressly consented to receive recurring marketing and non-marketing text messages that may be sent Us (or others on our behalf) by using an automatic telephone dialing system, at the telephone number provided by the Participant. Such Participants have granted us express permission to send automated text messages to their enrolled mobile phone number through their wireless carrier unless and until such permission is revoked.
- 2. SMS Program.** VI and its service providers may use an automatic telephone dialing system (“autodialer”) to deliver VI text messages to you (the “**SMS Program**”). VI text messages may include the following: marketing and promotion about VI, information and reminders regarding your internship, payment information and reminders, services and product launches, new internship programs, and similar and related information regarding VI and its affiliates.
- 3. Consent.** Consent to receive marketing or non-marketing text messages is not required to purchase any products or services from VI. Your participation in the SMS Program is completely voluntary.
- 4. Frequency.** The number of text messages that Participants may receive from us may vary. There is no set minimum or maximum number of text messages that you may receive.
- 5. Opt-in.** To opt-in to receive text messages from us, please follow the instructions provided to you.

6. **Opt-out.** You may opt-out from receiving text messages from us at any time by clicking the link provided in any message you receive and entering your first name, last name and email address.
7. **Phone Number.** You represent that you are the account holder for the mobile telephone number(s) that you provide or that you have the account holder's permission to enter the mobile telephone number(s) that you provide and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to-date information with VI. You must notifying VI in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify VI in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify VI if you change your telephone number, or cease being the regular user of.
8. **No guaranteed access or delivery.** Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Our control, and We are not responsible or liable for issues arising from them.
9. **Supported Carriers.** Supported carriers may change from time to time, but currently include most major carriers.
10. **Termination.** We may suspend or terminate your receipt of VI text messages if we believe you are in breach of these Terms. Your receipt of VI text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. VI reserves the right to modify or discontinue, temporarily or permanently, all or any part of VI text messages, with or without notice.
11. **Eligibility.** In order to receive VI text messages, Participants must be 18 years of age or older and own and control the mobile phone number provided to us. Participants between the ages of 14 and 18 must have parental consent. Individuals between 14 and 18 years of age who do not have parental consent, or individuals under 14 years of age, must unsubscribe from the SMS Program. VI reserves the right to require you to prove that you are at least 18 years of age, or that you have parental consent if you are between the age of 14 and 18.
12. **Applicable Rates.** VI does not impose any separate fee for sending text messages under the SMS Program. Message and data rates may apply to each text message sent or received in connection with VI text messages, as provided in your mobile telephone

service rate plan in addition to any applicable roaming charges. Please check with your mobile phone provider for pricing plans and details.

- 13. Changes.** VI may revise, modify, or amend these Terms at any time without prior notice to you. You agree to review these Terms periodically to ensure that you are aware of any changes. Your continued consent to receive VI text messages will indicate your acceptance of those changes.
- 14. Indemnity.** By participating in the SMS Program, you agree to release and hold harmless VI and its representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, attorneys' fees, cost or expense whatsoever including without limitation, property damage, personal injury and death that may occur in connection with VI or the SMS Program, or your use thereof, and for any claims, matters, or disputes based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation, or invasion of privacy.
- 15. No Warranties.** The SMS Program is provided as is, where is and with all faults and without warranty of any kind, express, implied, written, oral or arising under custom or trade. VI disclaims all warranties, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 16. Limitation of liability.** To the fullest extent permissible pursuant to applicable law, we are not responsible and will not be liable for any damages of any nature arising out of or in connection with the SMS Program, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney's fees. To the extent this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from the SMS Program, or your use thereof, regardless of the theory of recovery, is USD 10.00.
- 17. Governing law & disputes.** These terms are governed by the laws of England & Wales. Any dispute arising out of these Terms shall be subject to the exclusive jurisdictions of the courts of England and Wales.