

**OMNIOPPX, INC. d/b/a ONO**  
**ONO SMS/MMS, 2FA, AND CALL COMMUNICATION TERMS &  
CONDITIONS**

**Effective Date: April 23, 2026**

OmniOppX, Inc.  
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These ONO SMS/MMS, 2FA, and Call Communication Terms & Conditions ("SMS Terms") govern ONO's text, multimedia, verification, and call communications. These SMS Terms are between you and OmniOppX, Inc. d/b/a ONO ("OmniOppX," "ONO," "we," "us," or "our") and also apply to our affiliates and third-party service providers, carriers, aggregators, platform providers, vendors, contractors, and other agents acting on our behalf in connection with the Messaging Program (collectively, "Messaging Partners"). These SMS Terms supplement the ONO Terms of Use and Privacy Policy. To the extent of any conflict as to the Messaging Program, these SMS Terms control.

**1. Program Descriptions**

**A. ONO Account and Booking Notifications (Transactional):** One-time and recurring text messages and, where applicable, calls related to account creation, login, identity or phone verification, bookings, approvals or denials, pickup or return, payments, disputes, support, fraud prevention, safety, and other service-related updates.

**B. ONO Offers and Updates (Marketing):** Promotional text messages about ONO features, products, events, discounts, and other offers, subject to your marketing preferences and any legally required consent.

**C. ONO 2FA (Two-Factor Authentication):** Text messages or voice calls containing security verification codes or other authentication prompts used to protect your account and transactions.

**D. ONO Call Notifications:** Outbound automated, prerecorded, artificial-voice, or agent-assisted calls, where permitted by law, for account verification, fraud prevention, support callbacks, urgent service issues, and critical operational updates.

**2. Enrollment and Consent**

By providing a telephone number to ONO, enabling text or call communications in your account, responding to an opt-in prompt, using a keyword, checking a box, or otherwise expressly agreeing, you authorize ONO and its Messaging Partners acting on ONO's behalf to send you recurring or one-time SMS, MMS, 2FA/security codes, and outbound calls, including by automated telephone dialing technology and by prerecorded or artificial voice where permitted by law, at the number you provide. Marketing texts require your prior express written consent where required by applicable law. Marketing consent is not a condition of any purchase, rental, or other transaction. However, ONO may require certain transactional or security communications in order to create, authenticate, secure, administer, or support your ONO account or marketplace transactions. You represent and warrant that you are the subscriber or customary user of the number you provide and that you are authorized to consent to receive

communications at that number. Any marketing consent you provide is intended only for ONO and does not authorize unrelated third parties to send you marketing messages; ONO may, however, use Messaging Partners to transmit messages on ONO's behalf.

### **3. Message and Call Frequency**

Message and call frequency varies by user activity, account settings, bookings, support activity, security events, and other interactions with ONO. Account and 2FA messages are sent as needed in connection with your use of ONO. Promotional offers and updates are expected to be sent up to four (4) messages per month unless a different frequency is disclosed at the time of opt-in. Calls will generally be limited to authentication, fraud prevention, urgent service issues, or related support matters.

### **4. Costs**

Message, data, roaming, airtime, and other charges may apply from your wireless carrier or other service providers. ONO does not charge separately for the Messaging Program unless expressly disclosed, and ONO is not responsible for carrier charges, overages, surcharges, taxes, or fees associated with SMS, MMS, or voice communications. Not all devices, networks, or carriers support all message types, features, or delivery methods.

### **5. Opt-Out**

Text STOP to any ONO marketing or recurring program message to opt out of that message stream. Supported commands include STOP, STOPALL, UNSUBSCRIBE, CANCEL, END, QUIT, REVOKE, and OPTOUT. We may send a one-time confirmation or clarification message where permitted by law. Opting out of marketing texts will not, to the extent permitted by law, prevent ONO from sending you transactional, security, fraud-prevention, safety, support, or other non-marketing communications related to your account, bookings, payments, disputes, or services. If you withdraw consent to receive certain transactional or 2FA communications, some ONO features may be unavailable or may not function properly. Opting out of SMS/MMS does not opt you out of emails, push notifications, in-app messages, or other communications governed by separate terms or preferences. You may also revoke consent to calls or texts by contacting support or using any reasonable means permitted by law; ONO may process such requests within a reasonable time as allowed by law.

### **6. Help**

Text HELP for assistance. You may also contact ONO at:

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### **7. Supported Carriers and Delivery**

The Messaging Program is intended for participating U.S. carriers and supported devices, but availability and delivery are not guaranteed. Delivery is subject to effective transmission by wireless carriers, network operators, intermediary providers, aggregators, platform providers, device manufacturers, operating systems, spam filters, and other third parties. Messages may be delayed, blocked, filtered, corrupted, incomplete, misdirected, or not delivered for technical, carrier, device, regulatory, or other reasons. Wireless carriers, Messaging Partners, and other third parties are not liable for delayed or undelivered

messages or calls. ONO may change any sender number, short code, long code, or keyword at any time without prior notice.

## **8. Eligibility**

You must be at least eighteen (18) years old or the age of majority in your jurisdiction, whichever is greater, and capable of forming a binding contract to enroll in the Messaging Program. The Messaging Program may not be available in all jurisdictions, and you agree to use it only where lawful.

## **9. Responsibilities**

You agree to keep your account and mobile number accurate, current, and complete; maintain security over your device, account credentials, and verification methods; and promptly notify ONO if your number is changed, reassigned, transferred, disconnected, or no longer under your control. You agree not to enroll a number that you do not own or use with proper authority, and not to use the Messaging Program for unlawful, abusive, harassing, fraudulent, deceptive, or unauthorized purposes.

## **10. Privacy**

Information collected or processed in connection with the Messaging Program may include your phone number, carrier information, message content and metadata, delivery confirmations, opt-in and opt-out records, support records, device information, and related account or transaction information. ONO may use and disclose that information as reasonably necessary to provide the Messaging Program, verify consent, authenticate users, prevent fraud, administer bookings and payments, provide support, comply with legal obligations, resolve disputes, and enforce our agreements. ONO may share this information with Messaging Partners, affiliates, law enforcement, regulators, successors, and others as permitted or required by law. Text messages and calls may be monitored or recorded where permitted by law. SMS/MMS and voice communications may not be secure, and you should not send highly sensitive information through text unless ONO expressly directs you to do so through an approved channel. Additional details are in ONO's Privacy Policy.

## **11. Terms of Use**

By enrolling in or using the Messaging Program, you also agree to ONO's Terms of Use. The Terms of Use are incorporated by reference into these SMS Terms. Any arbitration agreement, class action waiver, jury trial waiver, forum-selection clause, limitation of liability, disclaimer, or similar dispute-resolution provision in the Terms of Use applies to disputes relating to the Messaging Program to the fullest extent permitted by law and benefits ONO and the Messaging Partners as intended third-party beneficiaries.

## **12. Content Restrictions**

ONO reserves the right, without notice and in its sole discretion, to refuse, suspend, filter, or block messages or calls, or to terminate your participation in the Messaging Program, if ONO reasonably believes any traffic, content, or use violates applicable law, carrier rules, industry standards, platform requirements, our agreements, or the rights or safety of any person. ONO does not knowingly send unlawful, abusive, deceptive, or prohibited content. Messages may include links to ONO or third-party websites, products, or services; ONO does not control and is not responsible for third-party content, policies, products, or services.

## **13. Changes**

ONO may modify, suspend, or discontinue all or any part of the Messaging Program or these SMS Terms at any time, with notice if and as required by law. Continued enrollment or participation after the effective

date of updated SMS Terms constitutes acceptance of the revised terms. If you do not agree, your sole remedy is to opt out of the Messaging Program and discontinue use of related features.

**14. Dispute Resolution; Disclaimer of Warranties; Limitation of Liability; Indemnification**

THE MESSAGING PROGRAM IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONO AND THE MESSAGING PARTNERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, OR ERROR-FREE OR UNINTERRUPTED OPERATION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONO AND THE MESSAGING PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE MESSAGING PROGRAM, INCLUDING ANY DELAYED, BLOCKED, FAILED, MISDIRECTED, INTERCEPTED, CORRUPTED, INCOMPLETE, OR UNDELIVERED MESSAGE OR CALL, NUMBER REASSIGNMENT, DEVICE FAILURE, NETWORK OR CARRIER OUTAGE, SPAM FILTERING, THIRD-PARTY ACT OR OMISSION, OR UNAUTHORIZED ACCESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ONO AND THE MESSAGING PARTNERS FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE SMS TERMS OR THE MESSAGING PROGRAM WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO THE FOREGOING LIMITATIONS APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to defend, indemnify, and hold harmless ONO and the Messaging Partners from and against any claims, actions, losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these SMS Terms, the Terms of Use, or applicable law; (b) your provision of a telephone number that you did not own, control, or have authority to enroll; (c) your failure to notify ONO of a changed, reassigned, or deactivated number; (d) your misuse of the Messaging Program; or (e) your negligence, fraud, misconduct, or violation of the rights of any person or entity. These SMS Terms are governed by the laws of the State of Tennessee, without regard to conflict-of-law rules, except to the extent federal law controls. If any dispute-resolution provision in the Terms of Use is found inapplicable or unenforceable as to a particular claim, the exclusive venue for that claim shall be the state or federal courts located in Davidson County, Tennessee, and you consent to their personal jurisdiction, except where applicable law prohibits such consent. The limitations, exclusions, defenses, and indemnities in these SMS Terms benefit ONO and the Messaging Partners and may be enforced by them. If any provision of these SMS Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect to the maximum extent permitted by law.