

Mobile Terms and Conditions

Effective Date: February 15, 2024

Please read these Mobile Terms & Conditions carefully. By enrolling or otherwise agreeing to receive text messages from or on behalf of The Mosaic Company and any of its subsidiaries, divisions, or affiliates (collectively “Mosaic”), you accept these Mobile Terms and Conditions, as well as Mosaic’s [Privacy Policy](#), which is incorporated herein by reference and can be viewed at the links provided here, or at mosaicco.com.

By opting in to receive text messages from Mosaic, you are consenting to receive special information, tools, and resources on crop nutrition and soil health as well as marketing and promotional content about products, services, and educational programs from The Mosaic Company and its affiliated businesses (“Mosaic”), including text messages sent on Mosaic’s behalf from Mosaic’s third-party advertising partners through your mobile device (the “Service”).

You accept these Mobile Terms and Conditions and expressly consent to receive text messages that may be sent using an automatic telephone dialing system by or on behalf of Mosaic, at the mobile device number you provided. By opting in, you also consent to the use of an electronic record to document your Opt-In and to the handling of your information as described in Mosaic’s [Privacy Policy](#). Consent to receive marketing and promotional text messages is not required as a condition of purchasing any goods or services.

By signing up, you are confirming you are over the age of 13, that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan, and that you are authorized to Opt In.

By “Opting In” to receive text messages, you accept these Terms and Conditions and agree to resolve disputes with Mosaic through binding arbitration (and with very limited exceptions, not in court), and you waive any right to participate in class actions, all as detailed in the “Disputes” section below.

STOP Information

You may opt-out of receiving text messages from Mosaic at any time. Reply **STOP** to the number sending the message to opt-out and stop receiving text messages from Mosaic. After replying **STOP**, you may receive additional communications confirming that your request has been received and processed, and you may continue to receive text messages for a short period while Mosaic processes your request(s).

HELP Information

For additional information, text **HELP** to SOILS (76457) or contact text-support@mosaicco.com. You can also reach us by mail at: 101 E Kennedy Blvd, Tampa, FL 33602.

Supported carriers are:

Note that mobile carriers are not liable for delayed or undelivered text messages. Text messaging service is not available in all countries.

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, Google Voice, ACS Wireless, Advantage Cellular (DTC Wireless), Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Carolina West Wireless, Cellcom, Copper Valley, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Chariton Valley Cellular, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI

Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), i Wireless (IOWA Wireless), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, Mobi PCS (Coral Wireless LLC), Mosaic, MTA Communications, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, Panhandle Telecommunications, Peoples Wireless, Pine Belt Wireless, Pine Cellular, Pioneer, Plateau, Revol Wireless, RINA, SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not liable for delayed or undelivered messages.

Supported carriers in Canada include: Bell MTS, Bell Mobility, Eastlink, SaskTel, Freedom Mobile, Rogers, Telus, Koodo, Public Mobile, Lucky Mobile, PC Mobile, Virgin Mobile, and Fido.

Changes to Mobile Terms and Conditions

These Mobile Terms and Conditions may be updated by Mosaic at any time without prior notice. By continuing to be enrolled in a program that communicates by text message, or by providing your mobile number for transactional, operational, or informational text alerts, you agree to any changes.

Ownership of Intellectual Property

The contents of this Service—including all software, text, characters, images, videos, photographs, designs, illustrations, audio and video files, artwork, graphics, databases, logos, proprietary information, and copyrightable or otherwise legally protective elements contents conveyed through the Service, and all trademarks, service marks, and trade names (collectively the “Contents”)—are the property of Mosaic and/or its subsidiaries, licensors, affiliates, assigns, or other respective owners. The Contents are protected under copyright law, and the copying, redistribution, use, or publication by you of the Contents or any part of the Service, except as allowed by the “Limited License; Permitted Uses” section below, is strictly prohibited.

Limited License; Permitted Uses

You are granted a non-exclusive, non-transferable, non-assignable revocable license (a) to access and use the Service strictly in accordance with these Mobile Terms and Conditions and any other legal notices contained in the content provided through the Service; (b) to use the Service and the Contents solely for personal and non-commercial purposes; and (c) to print out or copy Contents sent via the Service solely for personal and non-commercial purposes and provided that you maintain all copyright and other policies contained therein. Mosaic bears no responsibility and shall not be liable for communications shared by recipients via email, SMS, or other media platforms with third parties.

Disputes

Any dispute or claim arising out of or relating in any way to the Service or otherwise to text messages received on your mobile device will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Conditions of Use.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES OR CLAIMS. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE CONDITIONS OF USE AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent for service of legal process. The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 unless the arbitrator determines your claims are frivolous. Likewise, Mosaic will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated, or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

Canadian Residents

Notwithstanding anything else in these Mobile Terms and Conditions, to the extent you are a Canadian resident receiving Mosaic Agronomic Alerts, you agree, where permitted by law, that any dispute or claim arising out of or relating in any way to Mosaic Agronomic Alerts will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Such dispute or claim shall be referred to and determined by final and binding arbitration in accordance with *The Arbitration Act, 1992* (Saskatchewan). The parties shall make the mutual choice of a single arbitrator. Should the parties be unable to decide after fourteen (14) calendar days upon an arbitrator, the parties shall apply to a judge of the Court of Queen's Bench of Saskatchewan to select an arbitrator. The seat of the arbitration shall be the Province of Saskatchewan and hearings shall be conducted in the City of Regina. The arbitrator shall provide the parties with reasons for the decision made as a result of the arbitration. The award and determination of the arbitrator shall be binding upon the parties and their respective successors and assigns. The governing law of the arbitration shall be the Province of Saskatchewan.

Disclaimer; No Warranties

THIS SERVICE IS INTENDED FOR INFORMATIONAL OR MARKETING PURPOSES ONLY. THE CONTENTS AND ANY OTHER INFORMATION ACCESSED THROUGH THE SERVICE IS NOT INTENDED TO CONSTITUTE LEGAL OR PROFESSIONAL ADVICE.

YOUR USE, ACCESS, OR BROWSING OF THIS SERVICE IS PERFORMED AT YOUR OWN RISK. THE INFORMATION AND CONTENTS FROM, IN, OR THROUGH THE SERVICE ARE PROVIDED “AS-IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Limitation of Liability

YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT MOSAIC SHALL NOT BE LIABLE FOR ANY CLAIMS FOR INJURY, LOSS, OR DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, THE CONTENTS, OR FROM THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, TO DIRECT, COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MOSAIC AND YOU. THIS SERVICE AND THE CONTENTS WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

THE AGGREGATE LIABILITY OF MOSAIC IN CONNECTION WITH ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE SERVICE OR THE CONTENTS SHALL NOT EXCEED \$100, AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES THAT YOU MAY HAVE AGAINST MOSAIC.

Applicable Law

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS & CONDITIONS AND APPLY TO ANY DISPUTES OR CLAIMS AGAINST MOSAIC ARISING OUT OF OR RELATING IN ANY WAY TO MOSAIC AGRONOMIC ALERTS.

Severability

If any provision in these Mobile Terms and Conditions is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Privacy

We take your privacy seriously. Please visit Mosaic’s [Privacy Policy](#) to review our privacy notice.