

SMS Terms & Conditions of Use

Please read these terms and conditions carefully. By checking the box to sign up for one or more text messaging programs, or by submitting your phone number you expressly consent to receive non-marketing and/or marketing text messages applicable to that program from H-E-B, L.P. ("H-E-B") and others texting on its behalf, including text messages made with an autodialer, at the telephone number(s) that you provide. You may opt-out of these communications at any time, and consent to receive marketing text messages is not required to purchase any goods or services.

You also accept and agree to be bound by these SMS Terms and Conditions of Use, the [H-E-B Terms and Conditions](#), and any other applicable terms and agreements related to your use of Company's services.

Program Descriptions

H-E-B and its service providers may use an automatic telephone dialing system ("autodialer") to deliver H-E-B text messages to you. Depending on the program that you sign up for, H-E-B text messages may provide you with information about upcoming curbside pick-ups or deliveries. Some programs may include marketing messages.

Message Cost and Frequency

Message and data rates may apply to each text message sent or received in connection with H-E-B text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), H-E-B does not impose a separate fee for sending Company text messages.

The number of text messages that you receive will vary depending on the applicable text messaging programs for which you sign up to receive messages. Company brands may have separate text messaging programs.

Supported Mobile Operators

Supported mobile operators, may change from time to time, and include but are not limited to: AT&T, Sprint, T Mobile®, Verizon Wireless, U.S. Cellular®, MetroPCS and Cricket Wireless.

How to Opt-In

To opt-in to receive text messages from an H-E-B text messaging program(s), please follow the instructions provided by the specific brand from which you wish to receive messages.

How to Opt-Out

To stop receiving text messages from a specific H-E-B text messaging program, text STOP to the five digit short code for the text messaging program from which you no longer wish to receive message (i.e., the five digit number from which its text messages are being sent). You will then receive confirmation of your opt-out of that text messaging program. This will only opt you out

of the specific text messaging program associated with that five digit short code. You will remain opted in to other H-E-B text messaging programs.

Your Obligations

You represent that you are the account holder for the mobile telephone number(s) that you provide.

You agree to indemnify H-E-B in full for all claims, expenses, and damages related to or caused in whole or in part by a breach of the foregoing representation, and/or your failure to notify H-E-B if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Privacy

H-E-B's privacy policy can be found at heb.com/privacy

Access or Delivery to Mobile Network is Not Guaranteed

Delivery of SMS messages to a mobile device may fail due to a variety of circumstances. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of H-E-B's control, and H-E-B is not responsible or liable for issues arising from them. Neither the mobile network operators nor H-E-B are liable for delayed or undelivered messages.

Support/Help

To request more information, text HELP to the five-digit short code for the text messaging program about which you have questions (i.e., the five digit number from which its text messages are being sent). You may also receive help by calling 1-855-803-0611 or visit heb.com/contact.

Eligibility

To receive H-E-B text messages, you must be a resident of the United States and 18 years of age or older.

Changes to Terms and Conditions

H-E-B may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to H-E-B's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. You must exercise your opt-out option as set forth in the Section "How to Opt Out" to revoke your continued consent to receive H-E-B text messages.

Termination of Text Messaging

H-E-B may suspend or terminate your receipt of text messages if H-E-B believes you are in breach of these SMS Terms and Conditions. Your receipt of H-E-B text messages is also subject

to termination in the event your mobile telephone service terminates or lapses. H-E-B reserves the right to modify or discontinue, temporarily or permanently, all or any part of H-E-B text messages, with or without notice.

Communications and Consent to Electronic Notices

You may communicate with H-E-B via postal mail, telephone, and our website. H-E-B may issue notices via these various channels, including by sending e-mail to an address you provide. You agree that such notices shall have legal effect. You also agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use H-E-B products or services.

You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, H-E-B will provide you with paper copies upon request. You may make such a request via any of the channels listed above in the Support/Help section. If you withdraw your consent, H-E-B reserves the right to terminate your use of H-E-B's products or services.