

## Terms and Conditions

**Effective Date: 02-27-2026**

### Introduction

Welcome to **37West Technologies** (“Company,” “we,” “us,” or “our”). These Terms and Conditions (“Terms”) govern your access to and use of our website, products, services, and communications, including SMS/text messaging (collectively, the “Services”).

By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

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### Eligibility

You must be at least 18 years old to use our Services. By using the Services, you represent and warrant that you meet this requirement.

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### Use of the Services

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable laws or regulations
- Attempt to gain unauthorized access to systems or data
- Interfere with the security or operation of the Services
- Transmit malicious, misleading, or harmful content

We reserve the right to suspend or terminate access for violations of these Terms.

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### SMS Communications (A2P 10DLC)

#### Brand Name and Program Description

By voluntarily providing your mobile phone number and explicitly opting in to receive SMS messages, you consent to receive text messages from **37West Technologies** related to **service alerts, account notifications, appointment reminders, billing notices, support ticket updates, hardware delivery notifications and any relevant information**

**Consent to receive SMS messages is not a condition of purchase.**

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#### Message Frequency

Message frequency may vary. You may receive up to **4 SMS messages per month**, depending on your interaction with our Services.

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### **Message and Data Rates**

Standard message and data rates may apply depending on your mobile carrier and plan.

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### **Opting Out**

You may opt out of receiving SMS messages at any time by replying **“STOP”** to any SMS message you receive from us.

After opting out, you will receive a confirmation message, and we will stop sending SMS messages to your number unless you choose to re-opt in.

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### **Help Information**

If you need assistance or have questions about our SMS service, reply **“HELP”** to any SMS message you receive or contact our customer support team at:

**Email:** support@37west.com

**Phone:** (757) 525-4811

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### **Privacy Policy (SMS)**

Your mobile phone number and SMS-related data are handled in accordance with our **Privacy Policy**, available at:

**<https://37west.com/privacy-policy>**

We do **not** sell, rent, or share your mobile phone number with third parties for marketing purposes. Information may only be shared as required by law or as necessary to provide the Services.

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### **Intellectual Property**

All content, trademarks, logos, software, and materials provided through the Services are the property of **37West Technologies** or its licensors and are protected by applicable intellectual property laws.

You may not copy, reproduce, distribute, or create derivative works without prior written permission.

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### **Third-Party Services**

Our Services may include links to third-party websites or services. We are not responsible for the content, policies, or practices of third parties. Use of third-party services is at your own risk.

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### **Disclaimer of Warranties**

The Services are provided “**as is**” and “**as available.**” We disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

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### **Limitation of Liability**

To the maximum extent permitted by law, **37West Technologies** shall not be liable for any indirect, incidental, special, consequential, or punitive damages.

Our total liability for any claim shall not exceed the amount paid by you, if any, in the twelve (12) months preceding the claim.

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### **Indemnification**

You agree to indemnify and hold harmless **37West Technologies**, its officers, employees, and affiliates from any claims, damages, losses, or expenses arising from your use of the Services or violation of these Terms.

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### **Termination**

We may suspend or terminate your access to the Services at any time, with or without notice, for any reason, including violation of these Terms.

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### **Governing Law**

These Terms are governed by and construed in accordance with the laws of the **State of Virginia**, without regard to conflict of law principles.

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### **Changes to These Terms**

We may update these Terms at any time. Changes will be posted with a revised effective date. Continued use of the Services constitutes acceptance of the updated Terms.

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### **Contact Information**

If you have questions about these Terms, contact us at:

**37West Technologies**

Email: [support@37west.com](mailto:support@37west.com)

Phone: (757) 525-4811