



SMS Texting Terms and Conditions

FedEx provides standard-rate Short Messaging Service (SMS) programs which provide various types of information to our customers. Subscribers must provide express consent to receive recurring messages from FedEx via one of our short codes. You agree that

- consent is not a condition of service from FedEx, and
- the following terms and conditions apply.

Terms and Conditions

1. These terms and conditions apply to all of FedEx's short codes, even if they are not listed in the chart above.
2. **Message and data rates may apply.** If you have any questions about your text plan or data plan, contact your wireless provider.
3. **Frequency of messages depends on shipping activity or use of the Virtual Agent chat short code.**
4. Text **"HELP"** for help. You can text **"STOP"** to cancel or opt-out of the relevant service. Text **"YES"** to opt-in for SMS notifications relating to a particular shipment or service.
5. If you receive a misdirected or erroneous message, you agree to text **"STOP"** in order to stop the relevant message stream. FedEx is not liable or responsible for any damages resulting from SMS notifications sent or calls placed after a misdirected or erroneous message or call to which you fail to text **"STOP"** or otherwise notify us in writing to cease.
6. **The services are available on many carriers including AT&T, Boost, Cricket, Nextel, Sprint, T-Mobile, U.S. Cellular, Verizon Wireless, and Virgin Mobile. The services may not be compatible with all cell phone models or carriers.**
7. FedEx is not liable for delayed or undelivered messages.
8. FedEx is not liable for any messaging fees, data charges or other charges charged by your mobile carrier for your use of the services or for any other loss or damage which may be caused by your use of the services.
9. FedEx is not liable for any service delay or failure or for any message receipt or delivery delays or failures. The services are provided on an "as is" basis, without any representations or warranties, expressed or implied.
10. Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against FedEx under any cause of action arising from or relating to the services shall be extinguished unless you file an action within one year from the date of the relevant services.
11. You agree that you will not sue FedEx as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against FedEx. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.
12. To the extent any court finds that state rather than federal law applies to the provision of any of the services, the controlling law is the substantive law of the state in which you were residing at the time the relevant services was provided to or used by you.
13. FedEx, including, without limitation, its agents, contractors, employees and affiliates, is not responsible for and will not be liable for any special, incidental, punitive or consequential damages, including, without limitation, attorneys' fees and loss of profits or income, whether or not FedEx had knowledge that such damages might be incurred, relating to its short codes or any of its texting services.
14. FedEx can amend these SMS Texting Terms and Conditions at any time, in its sole discretion and without notice. Any changes will be effective once posted.
15. For all questions about the services provided by these short codes, you can send an email to outboundhelp@fedex.com for help with FTEU Outbound Notifications or Virtual Assistant services or visit <https://www.fedex.com/en-us/customer-support.html> for help with any of the services listed above.
16. If you have any questions regarding privacy, please go to the FedEx Trust Center at <https://www.fedex.com/en-us/trust-center.html>.