

# "THE BLACK PHONE" VOICE MESSAGE TERMS AND CONDITIONS

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN SECTION 24 OF THE NBCUNIVERSAL [TERMS OF SERVICE](#) WHICH ARE INCORPORATED AS IS FULLY SET FORTH HEREIN. PLEASE READ CAREFULLY.**

NBCUniversal Media, LLC (“NBCU,” “company” “we,” “us,” or “our”) provides these Voice Message Terms and Conditions (the “Terms”), which govern the provision and delivery of voice messages by us or our voice message service providers to you. NBCU provides this voice message service to: (1) provide you with information you requested from company and/or (2) inform you of company products or offers that may be of interest to you.

## **E-SIGN DISCLOSURE**

By agreeing to receive voice messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by sending an email to [black.phone@nbcuni.com](mailto:black.phone@nbcuni.com) with “Revoke Electronic Consent” in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, send an email to [black.phone@nbcuni.com](mailto:black.phone@nbcuni.com) with contact information and the address for delivery.

## **SIGNING UP FOR COMPANY VOICE MESSAGES**

Please review our [Privacy Policy](#) and [Terms of Service](#), incorporated herein by reference, for information and notices concerning our collection, use, and disclosure of your information, and for NBCU’s collection, use, and disclosure of your information.

NBCU will send voice messages only to those who subscribe to receive such voice messages. By signing up to receive voice messages, you agree to these Terms, and NBCU’s [Privacy Policy](#)

and [Terms of Service](#). You also agree that NBCU or its agents may use any automated or non-automated technology to send you promotional and/or informational voice messages. You understand that you are not required to receive NBCU voice messages as a condition of using services or products made available by NBCU.

## **COSTS OF SIGNING UP FOR NBCU VOICE MESSAGES**

NBCU does not charge you for its voice message program. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

## **FREQUENCY OF VOICE MESSAGES**

We may send you an initial message confirming that we have received your opt-in. After that, the specific amount of voice messages may vary depending on how you use our services and the types of voice messages you registered to receive. The number of voice messages you receive may depend upon factors including how you use our services and whether you take steps to generate additional voice messages from us.

## **PARTICIPATING CARRIERS**

As of October 12, 2021, our voice messages can be sent through most carriers, if you have questions about your carrier please contact them directly. The content may not be compatible with all mobile device models. The participating carriers may be changed at NBCU's sole discretion without prior notice. NBCU will not be liable for any delays in the receipt of any messages or changes to the participating carriers as delivery is subject to effective transmission from your carrier with active participation at that time.

## **ELIGIBILITY**

By signing up to receive NBCU's voice messages, you represent that you are 18 years of age or older and understand the obligations and agree to the terms set forth in these Terms and the NBCU's [Terms of Service](#), all of which form binding agreements between you and us. You further represent that you are the subscriber of the cellular service at the mobile number provided or that you are authorized by the subscriber to sign-up for voice messages.

## **OPTING OUT OF COMPANY VOICE MESSAGES**

**If you no longer want to receive NBCU voice messages, you may unsubscribe via the confirmation email sent to your email address at the time of entry. You may also unsubscribe by following the instructions in the voice message. After unsubscribing, we may send you confirmation of your opt-out via email. If you have revoked consent and want to re-enroll in our voice message program, you can resume your enrollment by requesting to receive voice messages again through the applicable enrollment mechanism.**

## **LICENSE AND PUBLICATION OF COMMUNICATIONS**

By choosing to participate in THE BLACK PHONE by communicating with THE BLACK PHONE, you grant NBCU a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, display and distribute your communications in any and all media or distribution methods (now known or later developed), such as on publicly-viewable NBCU websites, provided that use does not disclose more than your first name and your city and state in combination with the communications (“Non-Attributable Content”). For instance, by participating in THE BLACK PHONE, you agree that the content of your communications as well as your first name and your city and state may be published on a NBCU website. You agree that this license includes the right for NBCU to make your Non-Attributable Content available to others for the publication, distribution, syndication, or broadcast of such Non-Attributable Content on other media and services. Such additional uses by NBCU or others may be made with no compensation paid to you with respect to the Non-Attributable Content that you submit, post, transmit or otherwise make available through THE BLACK PHONE.

## **MODIFICATIONS TO THESE TERMS**

We reserve the right to modify these Terms, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your continued enrollment in the NBCU voice messaging program shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

## **CONTACT US**

For more information, or help please email us at [black.phone@nbcuni.com](mailto:black.phone@nbcuni.com).