

The IRONMAN Group Text Messaging Terms & Conditions

Updated and Effective: December 12, 2025

You agree to receive recurring automated promotional and personalized marketing text messages (e.g. cart reminders) from World Triathlon Corporation and its subsidiaries and affiliates (collectively, "**The IRONMAN Group**," "**we**," "**us**," or "**our**"), including text messages that may be sent using an automatic telephone dialing system and/or AI-assisted technology, to the mobile telephone number you provided when signing up or any other number that you designate. You consent to receive such messages regardless of any state or federal time of day restrictions and/or the presence of your telephone number on any state or federal Do Not Call list/registry. Consent to receive automated marketing text messages is not a condition of any purchase. Message and Data rates may apply.

Message frequency will vary. The IRONMAN Group reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. The IRONMAN Group also reserves the right to change the short code or phone number from which messages are sent.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Messages may not be deliverable if you add digits or symbols to our phone number. The IRONMAN Group, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

You also agree to our [IRONMAN Terms of Use](#), [IRONMAN Privacy Policy](#), and [The IRONMAN Group Text Message Program Privacy Notice](#). We may share certain information with third parties, including our messaging service provider (currently, Attentive Mobile Inc.), as described in our Privacy Policy.

CANCELLATION

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE, QUIT, REVOKE, or OPT OUT (each, a "**Keyword**") to our shortcode to cancel. After texting a Keyword you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include a Keyword and agree that The IRONMAN Group and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from The IRONMAN Group through any other programs you have joined until you separately unsubscribe from those programs.

HELP

Text the keyword HELP to our shortcode to return customer care contact information for messaging support.

CUSTOMER CARE

If you require messaging support, please visit <https://support.attentive.com/help/> and submit the form with details about your problem or your request for support, or email support@attentive.com.

CONTACT

This message program is a service of The IRONMAN Group, located at 3407 W Dr. Martin Luther King Jr. Blvd Suite 100, Tampa, Florida 33607.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

- a. **General.** In the interest of resolving disputes between you and The IRONMAN Group in the most expedient and cost effective manner, you and The IRONMAN Group agree that any dispute or claim, liability, suit, or expense (including attorneys' fees and costs) arising out of or in any way related to these messaging terms and conditions ("**Messaging Terms**") or your receipt of text messages from The IRONMAN Group or its service providers will be resolved by binding individual arbitration.

Arbitration is less formal than a lawsuit in court. Resolving your dispute with The IRONMAN Group means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND THE IRONMAN GROUP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

- b. **Exceptions.** Notwithstanding subsection (a) above, to the fullest extent permitted by applicable law, either you or The IRONMAN Group may elect that an individual claim that is otherwise subject to arbitration be decided in small claims court, as long as it is brought and maintained as an individualized claim and it is within the scope of such small claims court's jurisdiction and is not removed or appealed de novo to a court of general jurisdiction. If so, the claim shall be arbitrated. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, shall be decided by a court and not an arbitrator.
- c. **Commencing Arbitration.** You and The IRONMAN Group agree that a party may commence an arbitration proceeding only if the parties do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).
 - i. **Pre-Arbitration Notice of Dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute ("**Notice**") to the other party. The Notice to The IRONMAN Group should be addressed to: Attention: Chief Legal Officer / Notice of Dispute, 3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100, Tampa, Florida 33607. The Notice must include all of the following: (1) the claimant's name, telephone number, and e-mail address; (2) the nature or basis of the dispute or claim; and (3) the specific relief sought.
 - ii. **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute ("**Informal Settlement Conference**"). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference, which can be after the 60-day period. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and The IRONMAN Group agree in writing. Any counsel representing either party may also participate. Any applicable statute of limitations or contractual limitations period will be tolled for the claims and relief set forth in a Notice during the period between the date that either party sends the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference (the "**Informal Resolution Period**"). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed except as permitted by the standards of Federal Rule of Evidence 408 and similar state restrictions on disclosure of settlement or mediation communications.
 - iii. **Enforcement of Pre-Arbitration Requirements.** A court will have the authority to enforce this Commencing Arbitration section, including the power to enjoin the filing or prosecution of an arbitration if the party commencing the arbitration does not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference.
- d. **Arbitration Procedures and Costs.** Any arbitration between you and The IRONMAN Group will be conducted by National Arbitration and Mediation ("**NAM**") in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures, the Fees For Disputes When One of the Parties is a Consumer rules, and the Mass Filing Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM (collectively "**NAM rules and procedures**"). For more information about NAM and the arbitration process, please visit the NAM website at www.namadr.com or email National Arbitration and Mediation's Commercial Dept at commercial@namadr.com. If NAM is not available to arbitrate, the parties will select an alternative arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place

virtually. Payment of all filing, administrative, arbitrator, case-management, and hearing fees will be governed by the NAM rules and procedures, but if you inform The IRONMAN Group that you cannot afford to pay your share of the fees, The IRONMAN Group will consider advancing those fees on your behalf, and, if The IRONMAN Group deems appropriate or if The IRONMAN Group is required by applicable law, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional fees and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires The IRONMAN Group to pay those fees and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the NAM rules and procedures shall govern the allocation of arbitration fees, and you agree to reimburse The IRONMAN Group for any amounts The IRONMAN Group may have paid on your behalf.

- e. **Waiver of Class and Representative Actions.** All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, the arbitrator's rulings or any relief granted must be individualized to the claimant and shall not apply to or affect any other participant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and The IRONMAN Group agree each may bring claims against the other in arbitration only in its respective individual capacity. **YOU AND THE IRONMAN GROUP HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION, TO ASSERT OR PARTICIPATE IN A PRIVATE ATTORNEY GENERAL LAWSUIT OR PRIVATE ATTORNEY GENERAL ARBITRATION, AND TO ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that only that particular claim or particular request for a remedy will be severed from any arbitration.
- f. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, in the event 25 or more arbitration demands asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief are presented for filing by or with the assistance or coordination of the same law firm(s) or organization(s) to NAM against The IRONMAN Group ("**Mass Filing**"), the parties agree **(i)** to administer the Mass Filing in batches of 25 demands per batch (if there are fewer than 25 arbitration demands left over after the initial batching, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; **(ii)** to designate one arbitrator for each batch; **(iii)** to accept applicable fees, including any related fee reduction determined by NAM in its discretion; **(iv)** that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the then-active batch of 25 is filed, processed, and adjudicated; **(v)** that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by The IRONMAN Group and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and **(vi)** that the staged process of batched proceedings, with each set including 25 demands (or less as above), shall continue until each demand (including your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted in accordance with the applicable NAM rules and procedures for such selection. You agree to cooperate in good faith with The IRONMAN Group and NAM to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of claims. The parties further agree to cooperate with each other, NAM and the arbitrator to establish any other processes or procedures that NAM or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless The IRONMAN Group otherwise consents in writing, The IRONMAN Group does not agree or consent to class arbitration, private attorney general

arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Batch Arbitration section. If your demand for arbitration is included in the Mass Filing, your claims will remain suspended until your demand for arbitration is decided, withdrawn, or is settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this Batch Arbitration section is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor The IRONMAN Group shall be entitled to arbitrate any claim that is a part of the Mass Filing.

- g. Mediation Following First Batch in a Mass Filing.** The results of the first batch of demands will be given to a NAM mediator selected from an initially proposed group of 5 mediators. The IRONMAN Group and the remaining claimants' counsel may strike one mediator each and then rank the remaining mediators, with the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, The IRONMAN Group, the mediator and the remaining claimants will have 90 days (the "**Mediation Period**") to agree on a resolution or substantive methodology for resolving the outstanding demands. If they are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a methodology for resolving them through further arbitrations, either The IRONMAN Group or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in court. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither The IRONMAN Group nor the remaining claimants opt out and they cannot agree to a methodology for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.
- h. Other Arbitration Agreement Terms.** These Messaging Terms and Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law, as well as Florida law to the extent not preempted by federal law. The arbitrator will apply Florida substantive law and any applicable federal law in resolving the parties' dispute or claims, without regard to choice of law principles. Except as set forth above in the Waiver Of Class And Representative Actions, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.
- i. Arbitration Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION AND CLASS ACTION WAIVER, YOU MUST NOTIFY US IN WRITING BY CONTACTING US AT:**

Arbitration Opt Out
3407 W. Dr. Martin Luther King Jr. Blvd, Suite 100
Tampa, Florida 33607

WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST REGISTER FOR THE IRONMAN GROUP TEXT MESSAGE PROGRAM. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE: (1) YOUR FULL NAME; (2) ADDRESS; AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE CLAIMS WITH US THROUGH ARBITRATION AND YOU DO NOT WAIVE YOUR RIGHT TO BRING A CLASS ACTION IN COURT. YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR YOUR USE OF THE IRONMAN GROUP TEXT MESSAGE PROGRAM. IF YOU HAVE PREVIOUSLY NOTIFIED US OF YOUR DECISION TO OPT OUT OF ARBITRATION AND THE CLASS ACTION WAIVER, YOU DO NOT NEED TO DO SO AGAIN.