



SMS/Text Messaging Opt In Form

The undersigned client of **Safe Stop Insurance Agency, dba Safe Stop Insurance & Tax Services** (“You” consents to receive text messages from **Safe Stop Insurance Agency, dba Safe Stop Insurance & Tax Services** or others acting on **Safe Stop Insurance Agency** behalf. As part of this consent, You represent and warrant the following:

- (1) **Safe Stop Insurance Agency** or others acting on **Safe Stop Insurance Agency's** behalf may send text messages in various formats and with various contents, including but not limited to, text messages about insurance policies and other transactions initiated by You or marketing the products and services offered by or through the Safe Stop Insurance Agency.
- (2) You are the owner or authorized user of the mobile phone number identified below. You will notify us immediately if you are no longer the owner or authorized user of the mobile phone number identified below.
- (3) You are solely responsible for any message and data charges associated with such text messages.
- (4) You have received, have read, and understand the text messaging terms and conditions provided by **Safe Stop Insurance Agency**. By signing this opt-in form, you agree to comply with the terms and conditions.
- (5) **To stop receiving text messages from Safe Stop Insurance Agency, text STOP to the ten digit long code from which the text messages are being sent.** You will then receive confirmation of your opt-out of the text messaging program. You may also opt out by providing written notice to Safe Stop Insurance Agency at **309 N Ware RD Suite A McAllen, TX 78501**, by emailing Safe Stop Insurance Agency at contactus@safestopia.com, or calling **(956) 322-5441**.
- (6) By completing the SMS/Text Messaging Opt-In Form, you also accept and agree to be bound by these SMS/Text Messaging Terms & Conditions and any other applicable terms and agreements related to your use of **Safe Stop Insurance Agency** services.
- (7) **Safe Stop Insurance Agency** does not impose a separate fee for sending **Safe Stop Insurance Agency** text messages under the **Safe Stop Insurance Agency** Program. However, standard message and data rates may apply to each text message sent or received in connection with the **Safe Stop Insurance Agency** Program, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

If you do not wish to receive text messages from **Safe Stop Insurance Agency** or others acting on the Safe Stop Insurance Agency's behalf, or do not wish to comply with the terms and conditions, you should **NOT** sign this opt-in form.

Printed Name

Signature

Home Address

Mobile Phone Number



Text Messaging Communication Opt In Form

Please read these SMS/Text Messaging Terms & Conditions carefully. By completing the SMS/Text Messaging Opt-In Form, you expressly consent to receive non-marketing and marketing text messages from Safe Stop Insurance Agency, dba Safe Stop Insurance & Tax Services, including text messages made with an Autodialer, at the mobile phone number(s) you provide.

Program Description

Safe Stop Insurance Agency offers its text messaging program whereby Safe Stop Insurance Agency, and any applicable service providers, will text message you to provide you with information concerning your account activity with Safe Stop Insurance Agency and other Safe Stop Insurance Agency products, services, and promotions (all of the foregoing the "Safe Stop Insurance Agency"). Safe Stop Insurance Agency and its service providers may, from time to time, use standard or an automatic telephone dialing system ("Autodialer") to deliver text messages to you under the Safe Stop Insurance Agency Program. You agree that you will not use the Safe Stop Insurance Agency Program for any illegal or unlawful purposes. No coverage may be bound or amended via text message or the Safe Stop Insurance Agency Program.

Message Frequency

Under the Safe Stop Insurance Agency Program, the number of Safe Stop Insurance Agency text messages that you receive may vary depending upon your account activity and your communication with Safe Stop Insurance Agency.

Supported Carriers; Interruption

The Safe Stop Insurance Agency Program should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. The Safe Stop Insurance Agency Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the Safe Stop Insurance Agency Program are available on all equipment/mobile devices, or through all wireless carriers. Safe Stop Insurance Agency may, from time to time, in its discretion and without notice to you, limit the carriers that support the Safe Stop Insurance Agency Program. Certain other carriers may not support the Safe Stop Insurance Agency Program.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The Safe Stop Insurance Agency Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of Safe Stop Insurance Agency's control, and Safe Stop Insurance Agency is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's equipment/wireless device relating to or resulting from participating in or using the Safe Stop Insurance Agency Program. If the Safe Stop Insurance Agency Program is not available within your intended location, you agree that your sole remedy is to cease using the Safe Stop Insurance Agency Program.



Privacy

Safe Stop Insurance Agency's privacy policy may be accessed at the following link: <https://www.safestopia.com/wp-content/uploads/2021/04/ssiasmsoptinforms.pdf>

Changes to These SMS/Text Messaging Terms & Conditions

Safe Stop Insurance Agency may revise, modify, or amend these Safe Stop Insurance Agency SMS/Text Messaging Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Safe Stop Insurance Agency website. You agree to review these Safe Stop Insurance Agency SMS/Text Messaging Terms & Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Safe Stop Insurance Agency text messages will indicate your acceptance of those changes.

Release; No Warranties; Limitation of Liability

By participating in the Safe Stop Insurance Agency Program, you agree to release and hold harmless Safe Stop Insurance Agency and its representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, attorneys' fees, cost or expense whatsoever including without limitation, property damage, personal injury and death that may occur in connection with the **Safe Stop Insurance Agency**, or your use thereof, and for any claims, matters, or disputes based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation, or invasion of privacy.

THE SAFE STOP INSURANCE AGENCY PROGRAM IS PROVIDED AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. CIS INSURANCE AGENCY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

In no event shall Safe Stop Insurance Agency be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the Safe Stop Insurance Agency Program, or your use thereof, regardless of the theory of recovery, including, without limitation, direct, indirect, consequential, incidental or special damages, lost profits, punitive damages, attorney's fees or any damages arising out of or resulting from a statutory or regulatory violation, negligence, gross negligence, strict liability, tortious conduct, willful misconduct or fraud, breach of contract, or breach of warranty. To the extent this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from the Safe Stop Insurance Agency Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

Applicable Law

The law of the State of TEXAS including its statutes of limitations and without reference to any conflict of laws principles, shall be applied to any claim, matter, or dispute between the parties or when governing, construing, or enforcing these SMS/Text Messaging Terms & Conditions, the Safe Stop Insurance Agency Program, or any text messages between you and Safe Stop Insurance Agency or anyone acting on your or Safe Stop Insurance Agency's behalf, or any of the rights, duties, or obligations of the parties arising from or relating in any way to the subject matter of these Terms & Conditions.

If you have questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us by calling (956) 322-5441. By mail at 309 N WARE RD SUITE A, MCALLEN, TX 78501, or by email at contactus@safestopia.com.