

## **CALLS, E-MAIL, SMS & TEXT MESSAGING POLICY AGREEMENT**

Midwest Steel Carports, Inc is doing business as " Midwest Steel Carports ".

For the purposes of these Call & SMS Terms and Conditions, "you" means a person that is a visitor (which means that you simply browse the Company Website), a consumer (which means that you have provided information to us to use any one of the Services), or a Network Provider who accesses, uses, and/or participates in the Company Website and/or Services in any manner, individually and/or as an agent on behalf of an entity or another registered user (collectively, the "User"). If you use the Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of these Call & SMS Terms and Conditions will be deemed an acceptance by that entity, and "you" and "your" herein shall also refer to that entity. The singular includes the plural and vice versa and words that are gender neutral or gender specific include each gender.

By providing your mobile phone number and e-mail address to us or our Network, you provide us with your consent and authorization to contact you in any way, including through SMS messages (including text messages), e-mail, and calls. You consent to receive SMS messages (including text messages), emails, calls and messages (whether prerecorded, artificial, or autodialed) from us, our agents, our Network, or any other third-party calling on our behalf at the specific phone number(s) and/or e-mail you have provided to us, or our Network to provide you with information regarding the services you have inquired about, including (but not limited to) assistance in completing your request, notifications, our services, and the services offered or provided by Midwest Steel Carports. Additionally, you agree that we may send any SMS messages (including text messages) through your mobile service provider in order to deliver them to you. SMS messages (including text messages) are provided for your convenience only. Consent to these Call & SMS Terms and Conditions is not a condition of purchase. Calls and/or SMS messages (including text messages) will only be placed or sent (as applicable) between 8 a.m. and 9 p.m. in your time zone. **Call and SMS message (including text message) frequency varies.**

**You understand standard Call, Message & Data Rates May Apply depending on your mobile carrier.** Charges for calls and/or SMS messages (including text messages) may appear on your mobile phone bill or be deducted from your prepaid balance. You agree not to hold Midwest Steel Carports liable for any mobile call or messaging charges or fees generated by this service. By providing your consent, you approve any such charges from your mobile carrier.

By providing your consent, you have also agree that you are the owner or customary user of any mobile phone number or e-mail which you have provided to us or our Network. You represent that you are authorized to receive calls at any number you have provided to us and e-mail communications provided to us. Furthermore, you understand the text messages we send may be seen by anyone with access to your phone and you agree that we are not liable for anyone accessing such messages. Accordingly, you should take steps to safeguard your phone, e-mail, and your text messages if you wish for them to remain private.

You agree to promptly notify us if your mobile has been lost or stolen, if you change your mobile phone number, cease using the mobile phone number you provided us, assign any non-mobile phone number you provided us to a mobile service, or transfer your mobile number to another person.

You agree to provide a valid mobile phone number and valid e-mail for these services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fee) arising from your provision of a mobile phone number or e-mail that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these CALLS, E-MAIL, SMS & TEXT MESSAGING POLICY AGREEMENT. Please also note that for quality control and/or other purposes, we may listen to and/or record calls between you and our representatives with or without notice to you as permitted by applicable law.

Customer Initial: \_\_\_\_\_

Midwest Steel Carports reserves the right to terminate call or messaging services, in whole or in part, at any time without notice, without liability to you, any other user or a third party. We reserve the right to modify these CALLS, E-MAIL, SMS & TEXT MESSAGING POLICY AGREEMENT from time to time without notice. Please also review these CALLS, E-MAIL, SMS & TEXT MESSAGING POLICY AGREEMENT from time to time so that you are timely notified of any changes. We may also notify you of any updates by sending you a text message with a link to the revised terms and conditions and/or posting revised terms and conditions on the Company Website.

Please be aware that our text messaging service MAY not provide for two-way communication. Also please be aware that text messages that we send you may come from different numbers. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS messages (including text messages) you receive.

If you have any questions about this policy or are having problems receiving or stopping our text messages, please contact us using the following information: [office@midweststeelcarports.com](mailto:office@midweststeelcarports.com) or 877-235-5210.

**OPT-OUT OR STOP** You understand that, at any time, you may withdraw your consent to receive SMS messages (including text messages). To Stop receiving SMS messages (including text messages) from us (except any fraud alerts we may send you), simply text **STOP, STOP ALL, UNSUBSCRIBE, CANCEL, END or QUIT ("STOP")** to any text message we have sent you to unsubscribe. You can also opt-out of receiving SMS messages (including text messages) by sending an email to [office@midweststeelcarports.com](mailto:office@midweststeelcarports.com) or calling a customer service representative at 877-235-5210. Your **Stop** request will become effective within 24 hours of receipt. If you text **STOP** to us, you understand that this direction will be limited to text messages for the service to which the SMS message (or text message) relates, and we will only opt you out of receiving SMS messages (including text messages) pertaining to that service. Opting-out of receiving SMS messages (including text messages) will only be effective as to the cell phone number from which you send the **STOP** request or that you specify, and will only stop messages from Midwest Steel Carports.

Customer Initial: \_\_\_\_\_