

Text Messaging Consent Form

Dear valued customer,

We appreciate your business and want to ensure that we provide you with the best possible service. In order to enhance our communication with you, we are seeking your permission to send text messages to your mobile phone number. These messages may include important updates about your insurance policies, transactions initiated by you, or marketing messages regarding the products and services offered by or through INSURE NOW.

By signing this consent form, you agree to the following terms and conditions:

1. **Consent for Text Messages:** You give consent to INSURE NOW to send text messages, including marketing/promotional messages and text messages made with an Auto-dialer to your mobile phone number. Consent for text messages is not a condition for doing business with INSURE NOW. If you do not consent to receiving text messages from INSURE NOW we will contact you by other available means of communication.
2. **Ownership of Mobile Phone Number:** You confirm that you are the owner or an authorized user of the mobile phone number provided below. If at any point you are no longer the owner or authorized user of the mobile phone number, you agree to notify us immediately.
3. **Message and Data Charges:** You acknowledge that you are solely responsible for any message and data charges associated with the text messages received from INSURE NOW .
4. **Understanding of Terms and Conditions:** You confirm that you have received, read, and understood the text messaging terms and conditions provided by INSURE NOW . By signing this consent form, you agree to comply with the terms and conditions outlined in those documents.
5. **Confirmation of Consent:** If you sign this consent form, you will receive an initial text message to the mobile phone number provided below. Please respond to this message with a "yes" or "no" to confirm or decline your consent. If you choose not to receive text messages from INSURE NOW or do not wish to comply with the terms and conditions, please do not sign this consent form.

Please provide the following information:

Printed Name

Signature

Home Address

Mobile Phone Number

SMS/Text Messaging Terms & Conditions

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 INSURE NOW ("INSURE NOW"), including text messages made with an Auto-dialer, at the mobile phone number(s) you provide. You may opt out of these communications at any time by replying STOP to any text message from INSURE NOW or by otherwise contacting INSURE NOW as indicated below. You can receive help at any time by replying HELP to any text message from INSURE NOW or by otherwise contacting INSURE NOW as indicated below. Consent to receive non-marketing and marketing text messages is not required to purchase any products or services from INSURE NOW. Messaging and data rates may apply. 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 INSURE NOW services.

Program Description

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

Message Frequency

Under the INSURE NOW Program, the number of INSURE NOW text messages that you receive may vary depending on your account activity and your communication with INSURE NOW.

Cost

INSURE NOW does not impose a separate fee for sending INSURE NOW text messages under the INSURE NOW Program. However, standard message and data rates may apply to each text message sent or received in connection with the INSURE NOW Program, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

Supported Carriers; Interruption

The INSURE NOW 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 INSURE NOW Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the INSURE NOW Program are available on all equipment/mobile devices, or through all wireless carriers. INSURE NOW may, from time to time, at its discretion and without notice to you, limit the carriers that support the INSURE NOW Program. Certain other carriers may not support the INSURE NOW Program. Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The INSURE NOW Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of INSURE NOW's control, and INSURE NOW 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) of 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 INSURE NOW Program. If the INSURE NOW Program is not available within your intended location, you agree that your sole remedy is to cease using INSURE NOW Program.

How to Opt-In

To opt-in to receive text messages from INSURE NOW under the INSURE NOW Program, complete the SMS/Text Messaging Opt-In Form and submit it to INSURENOW, INSURE NOW will then send you a text message asking you to confirm your enrollment in the INSURE NOW Program.

How to Opt-Out

To stop receiving text messages from INSURE NOW, reply STOP or 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 INSURE NOW text messaging program. You may also opt out by providing written notice to at 782 W OAKTON ST # B DES PLAINES, IL 60018, by emailing INSURE NOW at SALES@INSURENOW1.COM, or by calling INSURE NOW at (847) 758-9512.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide or that you have the account holder's permission to enter the mobile telephone number(s) that you provide and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to-date information with INSURE NOW regarding your use of the INSURE NOW Program, including, without limitation, notifying INSURE NOW in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify INSURE NOW in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or cause in whole or in part by your failure to notify INSURE NOW if you change your telephone number, or cease being the regular user of, including, but not limited to, all claims, expenses, damages, and costs related to or arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

Privacy

INSURE NOW's privacy policy may be accessed at the following link: WWW.INSURENOW1.COM.

Support/Help

To request more information, text HELP to the ten-digit long code from which the text messages are being sent. You may also receive help by providing written notice to INSURE NOW at 782 W OAKTON ST # B DES PLAINES, IL 60018, by emailing INSURE NOW at SALES@INSURENOW1.COM, or by calling INSURE NOW at 847-758-9512.

Eligibility

To receive INSURE NOW text messages or enroll in the INSURE NOW Program, you must be a resident of the United States, eighteen (18) years of age or older, authorized to enroll the mobile phone number in the INSURE NOW Program, and authorized to incur any mobile message or data charges incurred by participating. INSURE NOW reserves the right to require you to prove the foregoing to participate in the INSURE NOW Program.

Changes to These SMS/Text Messaging Terms & Conditions

INSURE NOW may revise, modify, or amend these INSURE NOW NAME SMS/Text Messaging Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to the INSURE NOW website. You agree to review these INSURE NOW SMS/Text Messaging Terms & Conditions periodically to

ensure that you are aware of any changes. Your continued consent to receive INSURE NOW NAME text messages will indicate your acceptance of those changes.

Amendment: Termination of Text Messaging

INSURE NOW may suspend or terminate your receipt of INSURE NOW text messages if INSURE NOW believes you are in breach of these INSURE NOW SMS/Text Messaging Terms & Conditions. Your receipt of INSURE NOW text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. INSURE NOW reserves the right to modify or discontinue, temporarily or permanently, all or any part of INSURE NOW text messages and the INSURE NOW Program, for any reason, with or without notice to you.

Release; No Warranties; Limitation of Liability

By participating in the INSURE NOW Program, you agree to release and hold harmless INSURE NOW 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 INSURE NOW, 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 persons or entity, including, without limitation, violation of publicity rights, defamation, or invasion of privacy. THE INSURE NOW 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. INSURE NOW DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

In no event shall INSURE NOW be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the INSURE NOW 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, attorneys' 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 INSURE NOW Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

Arbitration/Class Action Waiver

ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND INSURE NOW ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS, ANY TEXT MESSAGES BETWEEN YOU AND INSURE NOW OR ANYONE ACTING ON YOUR OR INSURE NOW'S BEHALF, OR THE INSURE NOW PROGRAM, REGARDLESS OF THE LIABILITY OR RECOVERY, MUST BE RESOLVED SOLELY BY ARBITRATION CONDUCTED EXPEDITIOUSLY IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION CONSUMER ARBITRATION RULES ("AAA RULES") BY A SOLE ARBITRATOR SELECTED BY THE PARTIES TO THE DISPUTE FROM THE NATIONAL ILLINOIS PANEL OF ARBITRATORS. ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND [AGENCY] INCLUDE, WITHOUT LIMITATION, ANY ACTUAL OR ALLEGED STATUTORY OR REGULATORY VIOLATION, EQUITABLE CLAIM, NEGLIGENCES, GROSS NEGLIGENCE, STRICT LIABILITY, TORTIOUS CONDUCT, WILLFUL MISCONDUCT OR FRAUD, BREACH OF CONTRACT, BREACH OF WARRANTY, AS WELL AS ALL DISPUTES, MATTERS, OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE ARBITRATION/CLASS ACTION WAIVER PROVISION OR THE RELEASE; NO WARRANTIES; LIMITATION OF LIABILITY PROVISION.

This agreement to arbitrate is intended to be broadly interpreted and expressly includes disputes, matters, or claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory.

THIS PROVISION MUST BE CONSTRUED IN ACCORDANCE WITH, AND THE ARBITRATION MUST BE GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. §1 et seq.). ANY JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, THE ARBITRATOR IS PROHIBITED FROM AWARDING DAMAGES IN EXCESS OF THE LIMITATION SET FORTH IN THESE SMS/TEXT MESSAGING TERMS & CONDITIONS. ARBITRATION PROCEEDINGS MAY BE COMMENCED BY EITHER PARTY TO THIS AGREEMENT BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE IN ACCORDANCE WITH THE AAA RULES. ANY ARBITRATION HEARING SHALL BE HELD IN [FILL IN YOUR PREFERRED LOCATION] UNLESS THE PARTIES TO THE DISPUTE AGREE OTHERWISE. ANY JUDGMENT RENDERED BY ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANY AAA RULES TO THE CONTRARY, THE AWARD OF THE ARBITRATOR MUST BE MADE NO LATER THAN THREE (3) MONTHS FOLLOWING THE DATE ON WHICH THE ARBITRATOR IS APPOINTED UNLESS THE ISSUE IS THE SUBJECT OF LITIGATION BROUGHT BY A THIRD PARTY AND THE ARBITRATOR DEEMS IT APPROPRIATE TO DEFER ITS AWARD UNTIL THE LITIGATION IS RESOLVED.

The resolution of any claims, matters, or disputes must proceed solely on an individual basis without the right for any claims, matters, or disputes to proceed on a class action or collective basis or on bases involving claims, matters, or disputes brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims, matters, and disputes between you and INSURE NOW alone. Claims, matters, or disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect on issues, claims, matters, or disputes with anyone who is not a named party to the arbitration.

Attorney Fees

In the event of any claim, matter, or dispute between you and INSURE NOW arising out of or relating in any way to these SMS/Text Messaging Terms & Conditions, any text messages between you and INSURE NOW or anyone acting on your or INSURE NOW's behalf, or the INSURE NOW Program, INSURE NOW, if it prevails, must be awarded all costs of bringing or defending the claim, matter, or dispute, including, without limitation, reasonable attorneys' fees and the ordinary costs and expenses incurred in resolving the claim, matter, or dispute, including, without limitation, all arbitration-related fees and expenses.

Applicable Law

The law of the State of [select your preferred state], 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 [AGENCY] Program, or any text messages between you and [AGENCY] or anyone acting on your [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.

Contact Us

If you have questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us by calling 847-758-9512, by mail at 782 W OAKTON ST # B DES PLAINES, IL 60018, or by email at SALES@INSURENOW1.COM