



SMS/Text Messaging Opt In

The user, a current or prospective client of A Twin Peaks Insurance, Inc. dba Twin Peaks Insurance Agency (“You” consents to receive text messages from A Twin Peaks Insurance, Inc. dba Twin Peaks Insurance Agency or others acting on the TWIN PEAKS INSURANCE AGENCY’s behalf. As part of this consent, You represent and warrant the following:

(1) The TWIN PEAKS INSURANCE AGENCY or others acting on the TWIN PEAKS 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 Twin Peaks 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 the TWIN PEAKS INSURANCE AGENCY. By signing this opt-in form, you agree to comply with the terms and conditions.

(5) To stop receiving text messages from TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY’s text messaging program. You may also opt out by providing written notice to Twin Peaks Insurance Agency at 225 SW 33rd Street, Suite A, Fort Lauderdale, FL 33315, by emailing A Twin Peaks Insurance, Inc. at office@twinpeaksinsurance.com, or calling (800) 507-8467.

(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 TWIN PEAKS INSURANCE AGENCY services.

(7) TWIN PEAKS INSURANCE AGENCY does not impose a separate fee for sending TWIN PEAKS INSURANCE AGENCY text messages under the TWIN PEAKS INSURANCE AGENCY Program. However, standard message and data rates may apply to each text message sent or received in connection with the TWIN PEAKS 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 the TWIN PEAKS INSURANCE AGENCY or others acting on the TWIN PEAKS INSURANCE AGENCY’s behalf, or do not wish to comply with the terms and conditions, you should NOT check the opt-in box.



Text Messaging Communication Opt In Form

Please read these SMS/Text Messaging Terms & Conditions carefully. By completing the SMS/Text Messaging Opt In, you expressly consent to receive non-marketing and marketing text messages from A Twin Peaks Insurance, Inc. dba Twin Peaks Insurance Agency (“TWIN PEAKS INSURANCE AGENCY”), including text messages made with an Autodialer, at the mobile phone number(s) you provide.

Program Description

TWIN PEAKS INSURANCE AGENCY offers its text messaging program whereby TWIN PEAKS INSURANCE AGENCY, and any applicable service providers, will text message you to provide you with information concerning your account activity with TWIN PEAKS INSURANCE AGENCY and other TWIN PEAKS INSURANCE AGENCY products, services, and promotions (all of the foregoing the “TWIN PEAKS INSURANCE AGENCY Program”). TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY Program. You agree that you will not use the TWIN PEAKS INSURANCE AGENCY Program for any illegal or unlawful purposes. No coverage may be bound or amended via text message or the TWIN PEAKS INSURANCE AGENCY Program.

Message Frequency

Under the TWIN PEAKS INSURANCE AGENCY Program, the number of TWIN PEAKS INSURANCE AGENCY text messages that you receive may vary depending upon your account activity and your communication with TWIN PEAKS INSURANCE AGENCY.

Supported Carriers; Interruption

The TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the TWIN PEAKS INSURANCE AGENCY Program are available on all equipment/mobile devices, or through all wireless carriers. TWIN PEAKS INSURANCE AGENCY may, from time to time, in its discretion and without notice to you, limit the carriers that support the TWIN PEAKS INSURANCE AGENCY Program. Certain other carriers may not support the TWIN PEAKS INSURANCE AGENCY Program.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The TWIN PEAKS INSURANCE AGENCY Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of TWIN PEAKS INSURANCE AGENCY’s control, and TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY Program. If the TWIN PEAKS INSURANCE AGENCY Program is not available within your intended location, you agree that your sole remedy is to cease using the TWIN PEAKS INSURANCE AGENCY Program.



Privacy

Twin Peaks Insurance Agency’s privacy policy may be accessed at the following link:
<https://www.twinpeaksinsurance.com/privacy/>

Changes to These SMS/Text Messaging Terms & Conditions

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

Release; No Warranties; Limitation of Liability

By participating in the TWIN PEAKS INSURANCE AGENCY Program, you agree to release and hold harmless TWIN PEAKS 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 TWIN PEAKS 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 TWIN PEAKS 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. TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the TWIN PEAKS 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 TWIN PEAKS INSURANCE AGENCY Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

Applicable Law

The law of the State of FLORIDA 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 TWIN PEAKS INSURANCE AGENCY Program, or any text messages between you and TWIN PEAKS INSURANCE AGENCY or anyone acting on your or TWIN PEAKS 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 (800) 804-8467. By mail at 225 SW 33rd Street, Suite A, Fort Lauderdale, FL 33315, or by email at office@twinpeaksinsurance.com.