



CAPSTONE CONSULTING

PO Box 25658, FORT WAYNE, IN 46825

Capstone Consulting SMS # (260) 433-4146 or (260) 402-1619

CAPSTONE CONSULTING 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 Capstone Consulting, a dba of Capstone Insurance Group, LLC, 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 Capstone Consulting or by otherwise contacting Capstone Consulting as indicated below. You can receive help at any time by replying HELP to any text message from Capstone Consulting or by otherwise contacting Capstone Consulting as indicated below. Consent to receive non-marketing or marketing text messages is not required to purchase any products or services from Capstone Consulting. 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 Capstone Consulting services.

PROGRAM DESCRIPTION

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

MESSAGE FREQUENCY

Under the Capstone Consulting Program, the number of Capstone Consulting text messages that you receive may vary depending upon your account activity and your communication with Capstone Consulting.

COST

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

SUPPORTED CARRIERS; INTERRUPTION

Capstone Consulting text messages should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. However, Capstone Consulting cannot guarantee that text messaging will be available on all equipment and/or mobile devices, or through all wireless carriers. Capstone Consulting may, from time to time, in its discretion and without notice to you, limit the carriers that support Capstone Consulting text messaging. Certain other carriers may not support Capstone Consulting text messaging.

Delivery of information and content to your equipment and/or mobile device may fail due to a variety of circumstances and/or conditions. Capstone Consulting is subject to transmission limitations and/or interruptions. You understand and acknowledge that mobile network services are outside of Capstone Consulting's control, and that Capstone Consulting is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitations, 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, 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 and/or send a message, including any injury or damage to your or any other person's equipment and/or wireless device relating to or resulting from participating in text messages with Capstone Consulting. If Capstone Consulting text messaging is not available within your intended location, you agree that your sole remedy is to cease text messaging with Capstone Consulting.

HOW TO OPT-IN

To opt-in to receive text messages from Capstone Consulting, sign the Contract with the Opt-In included and submit it to Capstone Consulting.

HOW TO OPT-OUT

To stop receiving text messages from Capstone Consulting text STOP to the ten-digit long code from which the text messages are being sent.

You will then receive confirmation of the opt-out of the Capstone Consulting text messaging program. You may also opt out by providing written notice to Capstone Consulting at PO Box 25658, Fort Wayne, IN 46825; by e-mailing Capstone Consulting at info@capstonefw.com or by calling Capstone Consulting at (260) 402-1619.

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 Capstone Consulting regarding your use of the Capstone Consulting text messaging program, including, without limitation, notifying Capstone Consulting in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify Capstone Insurance Group, LLC dba Capstone Consulting in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify Capstone Consulting 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 §1 et seq.

PRIVACY

Capstone Consulting's privacy policy may be accessed in your customer portal and/or available upon request.

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 Capstone Consulting at PO Box 25658, Fort Wayne, IN, 46825; by e-mailing Capstone Consulting at info@capstonefw.com or by calling Capstone Consulting at (260) 402-1619.

ELIGIBILITY

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

CHANGES TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS

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

AMENDMENT; TERMINATION OF TEXT MESSAGING

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

RELEASE; NO WARRANTIES; LIMITATION OF LIABILITY

By participating in the Capstone Consulting text messaging program, you agree to release and hold harmless Capstone Insurance Group, LLC dba Capstone Consulting 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 Capstone Consulting text messaging program, 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 CAPSTONE CONSULTING TEXT MESSAGING PROGRAM IS PROVIDED AS IS, WHERE IS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. CAPSTONE CONSULTING 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 Capstone Consulting be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting

from the Capstone Consulting text messaging 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.

ARBITRATION/CLASS ACTION WAIVER

ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND CAPSTONE CONSULTING ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS, ANY TEXT MESSAGES BETWEEN YOU AND CAPSTONE CONSULTING OR ANYONE ACTING ON YOUR OR CAPSTONE CONSULTING'S BEHALF, OR THE CAPSTONE CONSULTING TEXT MESSAGING PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY, MUST BE RESOLVED SOLELY BY ARBITRATION CONDUCTED EXPEDITIOUSLY IN ACCORDANCE WITH THE AMERICA ARBITRATION ASSOCIATION CONSUMER ARBITRATION RULES ("AAA RULES") BY A SOLE ARBITRATOR SELECTED BY THE PARTIES TO THE DISPUTE FROM THE NATIONAL PANEL OF ARBITRATORS. ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND CAPSTONE CONSULTING INCLUDES, WITHOUT LIMITATION, ANY ACTUAL OR ALLEGED STATUTORY OR REGULATORY VIOLATION, EQUITABLE CLAIM, NEGLIGENCE, 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 limitations 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 Fort Wayne, IN, 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 AA 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 Capstone Consulting alone. Claims, matters, or disputes may not be joined or consolidated unless agree to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues, claims, matters, or disputes with anyone who is not a named party to the arbitrator.

ATTORNEY FEES

In the event of any claim, matter, or dispute between you and Capstone Consulting arising out of or relating in any way to these SMS/Text Messaging Terms & Conditions, any text messages between you and Capstone Consulting or anyone acting on your or Capstone Consulting's behalf, or the Capstone Consulting text messaging program, Capstone Consulting, 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 cost 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 Indiana, 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 Capstone Consulting text messaging program, or any text messages between you and Capstone Consulting or anyone acting on your or Capstone Consulting'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 the Terms & Conditions.

CONTACT US

If you have any questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us by writing Capstone Consulting at PO Box 25658, Fort Wayne, IN 46825; by e-mailing Capstone Consulting at info@capstonefw.com or by calling Capstone Consulting at (260) 402-1619.