**MESSAGING PRIVACY POLICY, TERMS AND CONDITIONS**

GENERAL TERMS AND CONDITIONS

You agree to receive recurring automated informational, promotional, and personalized marketing text (e.g., SMS and MMS) messages (the “Messaging Service”) from us, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Messaging and/or data rates may apply.

Message frequency will vary. We reserve the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. We also reserve the right to change the longcode or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. We and our service providers and the mobile carriers supported by the Messaging Service are not liable for delayed or undelivered messages.

We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

CANCELLATION

Text the keyword STOP to our longcode (13305425277) to cancel. After texting STOP our longcode you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP keyword command and agree that we and our service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs

HELP

Text the keyword HELP to our longcode to return customer care contact information.

ABOUT

This Messaging Program Privacy Policy explains how we collect and use information about you in relation to the Messaging Service. We use Engage by Cell, Inc. (www.engagebycell.com) to provide the Messaging Service to you. For the purposes of the Messaging Service, Engage by Cell, Inc. acts as our service provider and data processor of your information.

COLLECTION OF INFORMATION

We collect various information on our behalf from and about you, including information you directly provide when you use the Messaging Service. For example, we collect the phone number and email address you provided when signing up for the Messaging Service. When you send messages via the Messaging Service, we will also collect your messaging history and any information included in those messages.

We may also collect information about you using cookies or similar technologies. Cookies are pieces of information that are stored by your browser on the hard drive or memory of your device. Cookies enable personalization of your experience on the Messaging Service (e.g., sending you personalized text messages).

If you participate in a contest, sweepstakes, research study, or email survey associated with the Messaging Service, we will collect basic contact information and any other information you choose to provide in connection with these activities. We will also collect your contact information if you contact us with questions about the Messaging Service or for customer service.

USE OF INFORMATION

We use your information to deliver, analyze, maintain, and support the Messaging Service. We may also use your information to enhance the Messaging Service features, as well as to customize and personalize your experiences on the Messaging Service.

SHARING OF INFORMATION

We may share, transfer, or disclose your information, if you consent to us doing so, as well as in the following circumstances:

Service Providers: We may share your information with third parties to help us provide the Messaging Service to you.

Legal Requirement: We may disclose your information as we believe such disclosure is necessary or appropriate to: (i) comply with applicable law and legal processes; (ii) respond to requests from public and governmental authorities; (iii) enforce a contract with us; (iv) protect our rights, privacy, safety, or property and/or that of our affiliates, you, or others; and (v) allow us to pursue available remedies or limit the damages we may sustain.

PROTECTION OF INFORMATION

We take a variety of physical, technical, administrative, and organizational security measures based on the sensitivity of the information we collect to protect your information against accidental or unlawful alteration, disclosure, access, destruction, or accidental loss. Unfortunately, no data transmission over cellular airwaves can be guaranteed to be 100 percent secure. While we strive to protect your personal information, we cannot guarantee or warrant its complete security before it reaches us. Accordingly, we shall not be responsible for harm that you or any person may suffer as a result of a breach of confidentiality with respect to your use of the Messaging Service or any information you transmit to us via text.

WARRANTY AND DISCLAIMER

The Messaging Service is provided “as is” with no warranties of any kind. We expressly disclaim any warranty, express or implied, regarding the Messaging Service, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement or that the Messaging Service will be secure, uninterrupted or free of errors, viruses or other harmful components. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

RETENTION OF INFORMATION

We may retain your information for as long as you participate in the Messaging Service or as needed to comply with applicable legal requirements and obligations. We may also retain your information as necessary to resolve disputes, protect us and our customers, and enforce our agreements.

LIMITATION OF LIABILITY

Under no circumstances will we, our employees, officers, directors or agents be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with the use of the Messaging Service, whether or not we have been advised of the possibility of such damages. If you are dissatisfied with the Messaging Service or with these terms and conditions, your sole and exclusive remedy is to discontinue using the Messaging Service.

You acknowledge, by your use of the Messaging Service, that your use of the Messaging Service is at your sole risk.

INDEMNITY

You agree to indemnify, defend and hold harmless us, our employees, officers, directors and agents from and against any and all claims, liabilities, penalties, settlements, judgments or fees (including reasonable attorneys' fees) arising from (i) any information that you or anyone using your account may submit to us for the Messaging Service; (ii) your use of the Messaging Service; (iii) your violation of these terms and conditions; and (iv) any violation or failure by you to comply with all laws and regulations in connection with the Messaging Service.

THIRD-PARTY LINKS

Some links sent via the Messaging Service may be to websites operated and maintained by third-parties. Any information you provide to third-party websites will be governed under the terms of the third-party websites' privacy policies. We encourage you to investigate and ask questions before disclosing any information to the operators of third-party websites. We have no responsibility or liability whatsoever for the content, actions or policies of third-party websites. The inclusion of third-party websites in no way constitutes an endorsement of such websites' content, actions or policies.

CHOICES AND CONTROLS

Consent (i.e., opt-in) to receive automated marketing, survey, and informational messages via the Messaging Service may be received by us from you via our website www.progressivefoam.com, your employment with us, or by sending us a text message to 1330542577 via your mobile phone.

You can opt-out of receiving further commercial text messages via the Messaging Service as indicated at the beginning of this policy. Or by responding to any of our text messages with the keyword: STOP.

CUSTOMER CARE

If you are experiencing any technical issues with the Messaging Service (e.g., sending, receiving, viewing messages, etc.), please visit www.engagebycell.com and submit the form with details about your problem.

If you have any questions regarding the content of communications received via the Messaging Service, please visit www.progressivefoam.com or email your questions to [info@progressivefoam.com](mailto:info@progressivefoam.com).

GOVERNING LAW AND JURISDICTION

By opting in to receive texts, you agree to be subject to personal jurisdiction in the State of Ohio. Any transaction or occurrence arising out of your receipt of a text shall be governed by and construed in accordance with the laws of the State of Ohio (excluding any conflict of law provisions of the State of Ohio that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding regarding a text shall be brought only in the State of Ohio.

MAIN PRIVACY POLICY

By signing up to receive text messages from us, you also agree to our main Privacy Policy https://www.progressivefoam.com/privacy-policy/.

CONTACT INFORMATION

Progressive Foam Technologies, Inc.

6753 Chestnut Ridge Rd.

Beach City, OH 44608

Toll free phone: 1-800-860-3626

Email: info@progressivefoam.com

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