

NGM INSURANCE COMPANY'S TERMS AND CONDITIONS



GENERAL INFORMATION

NGM Insurance Company and its downstream affiliates and subsidiaries (collectively, “MSA”) would like to welcome you to our text messaging program. **Hi Marley** is a third-party vendor that will provide you with information regarding your claim with MSA via text messaging. This has no impact on your policy or coverage as it may relate to a claim.

Hi Marley does not have a separate charge for this service, but **message and data rates may apply** from your mobile carrier. By providing your consent to participate in this program, the account holder approves any such charges from their mobile carrier. You may contact us at any time to change these preferences.

If you have provided us with your mobile number, we have your consent to send you automated texts to service your claim. Your consent allows us to use text messaging for information and claim servicing. You are not required to consent to the agreement as a condition of purchasing any property, goods or services.

HOW TO OPT-IN

You may sign up for the **Hi Marley** text messaging program by responding “Yes” to the welcome message that will be sent from your claims adjuster.

By opting-in to this service, the number of text messages received and sent may vary depending on account activity and your participation in this text messaging program.

After signing up, you will receive an invitation text message from **Hi Marley** asking you to confirm your enrollment request. The message states: “Hi {FirstName}, I’m Marley, your virtual assistant on behalf of Main Street America Insurance. To text with your claim representative, please review and agree to the terms/privacy policy (himarley.com/tp) by responding ‘Yes.’ Msg and data rates may apply. Msg freq varies. Reply HELP for help or STOP to opt out.”

HOW TO OPT-OUT

To stop receiving text messages reply **STOP**. You can also notify your claims adjuster directly, and they will remove you from texting. You may receive a confirmation of your request.

By enrolling in this subscription program, you consent that following such a request to unsubscribe, you may receive a standard rate message stating: “First Name, you successfully unsubscribed from Marley Texting. If you change your mind, simply text ‘YES’ to reactivate at any time.”

We reserve the right to terminate this text messaging service, in whole or in part, at any time without notice. The information in any text message may be subject to certain time lags and/or delays.

SUPPORTED CARRIERS

Hi Marley will support all mobile carriers based on their ability to support SMS.

INTERRUPTION

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

REVISIONS

MSA may revise, modify, or amend these Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to MSA's website. You agree to review these Terms & Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive text messages will indicate your acceptance of those changes.

PRIVACY

All information collected from users of our sites is subject to our Privacy Policy, which is incorporated by reference into this agreement. For more information, visit msainsurance.com to review our policy.

APPLICABLE LAW

The terms of use shall be governed in accordance with the laws of the state of Florida.

THIRD PARTY VENDOR

By agreeing to these Terms and Conditions, you acknowledge and understand that MSA has engaged a third party to administer the texting program contemplated by these Terms and Conditions. MSA is not responsible for, and has no control over, any third-party actions or omissions, intentional or unintentional.

