

Stern Gutters Text Messaging Terms and Conditions

Effective date: September 1, 2024.

By opting in to receive text messages from Keajan, Inc. dba Stern Gutters or our subsidiaries or affiliates (hereinafter, “We,” “Us,” “Our”) (the “Service”), you agree to these Text Messaging Terms and Conditions (the “Agreement”). Your participation in the Service is also subject to our [Privacy Policy](#) and [Terms and Conditions](#), which are expressly incorporated by reference herein. This Agreement is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

OUR TERMS AND CONDITIONS OF USE REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, WAIVE YOUR RIGHT TO A TRIAL BY JURY AND REQUIRE CLAIMS TO BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION. IF YOU DO NOT AGREE TO OUR TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE SERVICE.

1. Providing Telephone Numbers and Duty to Notify: You verify that the mobile number provided to Us is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by emailing us at privacy@sterngutters.com.

2. Your Consent to Receive Automated Calls/Texts: You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive recurring automated text messages (such as SMS, MMS, or successor protocols or technologies) from Us concerning Our products, services, offers, promotions, and transactions, as well as your relationship with Us. You understand that consent is not required to make any purchase from Us. Message and data rates may apply. Amount of messages per month may vary.

3. Opt Out Instructions: Your consent to receive automated texts is completely voluntary. You may opt-out at any time. To opt out of text messages, reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us, or email privacy@sterngutters.com and specify that you want to opt out of text messages. You may also text HELP or email us at privacy@sterngutters.com for help. You acknowledge and agree to accept a final text message confirming your opt-out.

4. Indemnification to Us: You agree to indemnify Us for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or any state law equivalents, including claims relating to your voluntary provision of a telephone number that is not owned by you and/or your failure to notify us of any changes in your mobile telephone number. You agree to indemnify, defend and hold us harmless from and against any and all such claims, losses, liability, costs and expenses (including reasonable attorneys’ fees).

5. Participation Requirements: By participating in the Service, you acknowledge and agree that you are eighteen (18) years of age or older. You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

6. Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Service after any such changes, you accept this Agreement, as modified.