

Customer Consent Agreement for Email, Text Messaging, and Promotional Communications

By providing your signature below (electronic or physical), you (the "Customer") agree to the following terms regarding receiving promotional communications from Memphis Pool Supply, Inc. ("Memphis Pool"). This Consent Agreement outlines how we will use your email address, mobile phone number, and other contact information for marketing purposes, including text messages and emails.

1. Consent to Receive Promotional Communications

You consent to receive promotional communications from Memphis Pool, including but not limited to:

- **Order Tracking and Updates:** Emails and text messages regarding the status of your orders, including order confirmations, shipping updates, and delivery notifications.
- **Promotional Messages:** Emails and text messages containing special offers, discounts, or deals on pools, pool supplies, and other related products.
- **News and Information:** Emails and text messages providing news, updates, and expert advice on pool maintenance, pool safety, and related topics.

You understand that message and data rates may apply to text messages, and you can opt out of receiving promotional messages at any time by following the unsubscribe instructions provided in the message.

2. Telemarketing and SMS Consent

By signing this agreement, you expressly consent to receive **text messages** and **telemarketing calls** from or on behalf of Memphis Pool, using the contact information you have provided. These communications may include promotional offers, special deals, and marketing content related to our products and services.

You acknowledge and agree that:

- **Message frequency** may vary based on your interactions with us.
- **Message and data rates** may apply, depending on your mobile carrier's plan.
- You can opt out of receiving text messages and telemarketing calls at any time by replying "STOP" to any text message or by contacting [Customer Service Contact Information].

3. Privacy Policy Reference

For more information on how we collect, use, share, and protect your personal data, please review our **Privacy Policy** at [link to Privacy Policy]. The Privacy Policy explains how we use cookies, track user behavior, share data with third parties, and conduct marketing and analytics

activities. You may also review your rights and how you can opt out of certain practices as outlined in the Privacy Policy.

4. Opt-Out Mechanism

You may unsubscribe from promotional emails by clicking the "unsubscribe" link included in each email, or reply "STOP" to any text message to opt out of receiving future text communications. Message and data rates may apply to text messages.

5. Governing Law

This Consent Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles.

6. Dispute Resolution and Attorney Fees

You agree that any dispute, claim, or controversy arising out of or relating to this Consent Agreement shall be resolved by binding **arbitration** in Shelby County, Tennessee, in accordance with the rules of the American Arbitration Association (AAA). The prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

If arbitration is deemed unenforceable, you agree that any legal action or proceeding shall be brought exclusively in the federal or state courts located in **Shelby County, Tennessee**, and the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

7. Miscellaneous

- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Entire Agreement:** This Agreement constitutes the entire understanding between you and Memphis Pool concerning promotional communications and supersedes any prior agreements.
- **Waiver:** No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision.
- **Assignment:** You may not assign your rights or obligations under this Agreement without our prior written consent. Memphis Pool may assign this Agreement in its discretion.

For Electronic Signature:

By clicking the "I Agree" button, checking the box, or otherwise indicating your consent electronically, you are providing your **electronic signature**, acknowledging and agreeing that:

- You have read and understood this Consent Agreement.

- You consent to receive the communications as outlined in this Agreement.
- Your electronic signature has the same legal effect as a physical signature, in accordance with the **Electronic Signatures in Global and National Commerce Act (ESIGN Act)** and other applicable laws.

For Physical Signature:

By signing below, you acknowledge that:

- You have read and understood this Consent Agreement.
- You consent to receive the communications as outlined in this Agreement.

Customer Signature: _____ **Date:** _____