

## **BP Print Group SMS Terms & Conditions**

By completing the SMS/Text Messaging Opt-In Form, you expressly consent to receive text messages from BP Print Group. You may opt-out of these communications at any time by replying STOP to any text message.

You can receive help at any time by replying HELP to any text message.

### **Messaging and data rates may apply.**

Please contact your mobile telephone carrier for pricing plans and information.

By completing the SMS text Messaging Opt-In Form, you also accept and agree to be bound by these SMS Text Messaging Terms & Conditions.

### **Message Frequency**

You will receive a text every Friday.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that mobile network services are outside of BP Print Group's control, and BP Print Group 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 Shabbos Zman Text Program.

### **How to Opt-In**

To opt-in to receive text messages from BP Print Group under the Shabbos Zman program, submit your zip code to one of the phone numbers of the program.

### **How to Opt-Out**

To STOP receiving text messages from BP Print Group, text STOP to the ten-digit long code from which the text messages are being sent. You will then receive confirmation of your opt-out.

You may also opt out by providing written notice to BP Print Group at 315 4th St, Lakewood NJ 08701, or by emailing [time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com). or calling BP Print Group at 732-905-9830.

### **Your Mobile Telephone Number**

You agree 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 BP Print Group regarding your use of our Shabbos zman text program, including, without limitation, notifying BP Print Group in writing immediately if you change, or cease being the regular user of, your mobile telephone number.

You agree to indemnify BP Print Group 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 BP Print Group 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 et seq.

### **Privacy**

BP's Privacy Policy is available on our website at [www.bpprintgroup.com/time4shabbos](http://www.bpprintgroup.com/time4shabbos).

### **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 assistance by providing written notice to BP Print Group at 315 4th Street, Lakewood, NJ 07203, by emailing BP Print Group at [time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com), or calling BP Print Group at 732-905-9830.

### **Eligibility**

To receive BP Print Group text messages or enroll in the BP Print Group Program, you must be a resident of the United States, Canada, or Mexico, authorized to enroll the mobile phone number in the BP Print Group Program, and authorized to incur any mobile message or data charges incurred by participating.

BP Print Group reserves the right to require you to prove the foregoing to participate in the BP Print Group Program. Changes to this SMS/Text Messaging Terms & Conditions BP Print Group may revise, modify, or amend these e SMS/Text Messaging Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to BP Print Group website. You agree to review these BP Print Group SMS/Text Messaging Terms & Conditions periodically to ensure that you are aware of any changes.

Your continued consent to receive BP Print Group Insurance text messages will indicate your acceptance of those changes. Amendment; Termination of Text Messaging BP Print Group Insurance may suspend or terminate your receipt of BP Print Group Insurance text messages if BP Print Group Insurance believes you are in breach of these BP Print Group Insurance SMS/Text Messaging Terms & Conditions. Your receipt of BP Print Group Insurance text messages is also subject to termination in the event that your mobile telephone service terminates or lapses.

BP Print Group Insurance reserves the right to modify or discontinue, temporarily or permanently, all or any part of BP Print Group text messages with or without notice to you.

**Release: No Warranties; Limitation of Liability**

By participating in the BP Print Group Program, you agree to release and hold harmless BP Print Group 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 BP Print Group, 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 BP Print Group program is provided as is, where is and with all faults and without warranty of any kind, express, implied, written, oral or arising under custom or trade. bp print group 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 BP Print Group be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the BP Print Group 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 4 regulatory violation, negligence, gross negligence, strict liability, tortious conduct, willful misconduct or fraud, breach of contract, or breach of warranty. To the extent this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from the BP Print Group Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

**Arbitration/Class Action Waiver**

I hereby agree to submit to arbitration any and all claims or disputes arising out of, covered by or in any manner related to this SMS messaging. Such arbitration shall be conducted, at my option, by (i) the Vaad Hadin V'Horaah, Rabbinical Court in New City, New York, or (ii) the Beth Din of America (referred to collectively as the "Rabbinical Beth Din"), including any claims or disputes as to whether any claim or dispute is subject to arbitration under this Section.

I agree to accept the ruling and award of the Rabbinical Beth Din as a final, binding, non-appealable, and legally enforceable decision, and that judgment may be entered on the award in any court of competent jurisdiction. I understand and agree that the Rabbinical Beth Din shall be obliged to give full effect to the terms of this Waiver. If any claim is found not to be subject to arbitration under this Waiver, I hereby waive any right I might have to a jury trial, and

agree that any such claim shall be subject to a non-jury trial exclusively in the federal or state court in the state where the Events took place.

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.

**Contact Us**

If you have questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us by calling (732) 905-9830, by mail at 315 4th St, Lakewood, NJ 09701, or by email at [time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com).

## **BP Print Group SMS Privacy Policy**

We respect your privacy. We will only use information you provide through the BP Print Group Shabbos Zman program to transmit your mobile messages and respond to you, if necessary. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. **WE DO NOT SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE PROGRAM TO ANY THIRD PARTY.**

Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.

When you complete forms online or otherwise provide us information in connection with the Program, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use.

If, in our sole discretion, we believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Program for an ulterior purpose, we may refuse you access to the Program and pursue any appropriate legal remedies.

### **Security**

We take what we believe to be reasonable steps to protect the Personal Data collected by us from loss, misuse, unauthorized use, access, inadvertent disclosure, alteration, and destruction. However, no network, server, database, or Internet or e-mail transmission is ever fully secure, error-free, or “hacker proof.” Therefore, you should take special care in deciding what information you provide to us. Please keep this in mind when disclosing any Personal Data.

In the event that we believe the security of your personal data in our possession or control may have been compromised, we may seek to notify you of that development. If we believe a notification is appropriate and we have your e-mail address, we may notify you by e-mail. You consent to our use of e-mail as a means of such notification. If you prefer for us to use the United States postal service to notify you in this situation, please contact us as described below.

Please visit your mobile device manufacturer’s website (or the website for its operating system) for instructions on any additional privacy controls in your mobile operating system, such as privacy settings for device identifiers and geolocation.

### **Data Retention**

We generally retain Personal Data for so long as it may be relevant to the purposes above, or for longer when required by law. To dispose of Personal Data, we may anonymize it, delete it, or take other appropriate steps. Even if we delete your Personal Data, it may persist on backup or archival media for an additional period of time for legal, tax, or regulatory reasons, or for legitimate and lawful business purposes.

### **How You Can Access, Update, Correct, or Delete Your Personal Data**

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at [time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com) and we will process such request with respect to any Personal Data that we are able to link to you individually based on the information that you can provide to us. These rights and options that you have with respect to Personal Data are subject to limitations and exceptions under applicable law. In addition to those rights, if you live in certain jurisdictions, you have the right to submit a complaint to your relevant supervisory authority. However, we encourage you to contact us first at [time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com) and we will try to resolve your concerns.

### **How to Contact Us**

If you have any questions regarding this Policy or the use of your Personal Data under this Policy, you can contact us at:

BP Print Group  
315 4th St  
Lakewood, NJ 08701  
[time4shabbos@bpprintgroup.com](mailto:time4shabbos@bpprintgroup.com)  
732-905-9830