

# SMS TERMS AND CONDITIONS

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**FM Generator, Inc.**

**Effective Date: 5/18/26**

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## 1. Program Description

FM Generator, Inc. ("Company," "we," "us," or "our") operates an SMS messaging program (the "Program") to communicate with customers and contacts who have opted in to receive text messages. These SMS Terms and Conditions ("SMS Terms") govern your participation in the Program.

By opting in to receive SMS messages from FM Generator, Inc, you agree to these SMS Terms. If you do not agree, please do not opt in or discontinue participation by following the opt-out instructions below.

## 2. How to Opt In

You may opt in to receive SMS messages from FM Generator, Inc through any of the following methods:

- Completing a web form or sign-up page on our website at [www.FMGenerator.com](http://www.FMGenerator.com)
- Texting START to 781-828-0026
- Providing verbal or written consent to a FM Generator, Inc. representative
- Any other opt-in method disclosed at the point of collection

By opting in, you represent that you are the account holder or have the account holder's permission to enroll the phone number, and that you are at least 18 years of age.

## 3. Types of Messages You May Receive

Depending on the program(s) you opt into, messages may include:

- Account notifications and service updates
- Appointment reminders and confirmations
- Billing and payment reminders
- Support and customer service communications
- Promotional offers, announcements, and marketing content
- Emergency or urgent service notifications

#### **4. Message Frequency**

Message frequency will vary based on your account activity and the program(s) you are enrolled in. You may receive up to [3] messages per [week/month], though this may vary. We will not send messages outside the hours of [5:00pm] to [8:00am] in your local time zone without your explicit consent.

#### **5. Message and Data Rates**

Message and data rates may apply. These charges are billed by and payable to your mobile carrier. FM Generator, Inc is not responsible for any charges imposed by your carrier. Please consult your mobile service plan for details.

#### **6. How to Opt Out (STOP)**

You may opt out of the Program at any time. To stop receiving SMS messages from FM Generator, Inc, reply STOP to any message you receive from us. After doing so, you will receive a single confirmation message acknowledging your opt-out, and no further messages will be sent to that number.

You may re-enroll at any time by texting [START] to [781-828-0026] or by opting in again through any of the methods described in Section 2.

#### **7. Getting Help (HELP)**

For assistance, reply HELP to any message you receive from us. You may also contact us directly:

**Email: [Dpoirier@fmgenerator.com](mailto:Dpoirier@fmgenerator.com)**

**Phone: (781) 332-6602**

**Website: [www.FMGenerator.com](http://www.FMGenerator.com)**

#### **8. Supported Carriers**

The Program is available on major U.S. wireless carriers, including but not limited to AT&T, Verizon, T-Mobile, and others. Carrier coverage and availability may vary. FM Generator, Inc and the wireless carriers are not liable for delayed or undelivered messages.

## **9. Privacy**

Your privacy is important to us. Your mobile phone number and SMS opt-in information will not be sold or shared with third parties for their marketing or promotional purposes. Information may only be shared with our SMS service provider(s) and mobile carriers as necessary to deliver messages.

For full details on how we collect, use, and protect your personal information, please review our Privacy Policy at [FMGenerator.com/privacy-policy](http://FMGenerator.com/privacy-policy)

## **10. Regulatory Compliance**

[Company Name] is committed to complying with all applicable laws and regulations governing SMS communications, including but not limited to the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and guidelines set forth by the Cellular Telecommunications Industry Association (CTIA) and The Campaign Registry (TCR). We maintain brand and campaign registration as required.

## **11. Modifications to the Program or These Terms**

We reserve the right to modify or discontinue the Program or these SMS Terms at any time. We will notify you of material changes via SMS or by posting updated terms on our website. Your continued participation in the Program following such notice constitutes your acceptance of the updated terms.

## **12. Disclaimer of Warranties**

The Program is provided on an "as-is" and "as-available" basis. FM Generator, Inc. makes no warranties, express or implied, regarding the reliability or availability of the SMS service. Wireless carriers are not liable for delayed or undelivered messages.

## **13. Limitation of Liability**

To the maximum extent permitted by applicable law, FM Generator, Inc shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your participation in the Program or your reliance on any messages received through the Program.

## **14. Governing Law**

These SMS Terms shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of law provisions.

## **15. Contact Information**

If you have questions about these SMS Terms, please contact us:

**FM Generator, Inc.**

**35 Pequit St, Canton, MA 02021**

**Email: [DPoirier@fmgenerator.com](mailto:DPoirier@fmgenerator.com)**

**Phone: (781) 332-6602**

**Website: [FMGenerator.com](http://FMGenerator.com)**