

# Quantum Forge Pro SMS Terms & Conditions

## 1. Purpose of Messaging Services

Quantum Forge Pro provides SMS and text messaging communications to dealerships, dealership employees, service departments, managers, technicians, advisors, customers, and authorized users for operational, service-related, support-related, and business communications.

Messages may include, but are not limited to:

- Service updates
- Vehicle inspection notifications
- Workflow alerts
- Appointment reminders
- Internal dealership communications
- Customer communication notifications
- Account alerts
- Authentication/security codes
- Integration notifications
- Product updates
- Support communications
- Training and onboarding messages
- Platform operational notifications
- Limited promotional or marketing communications where permitted by law

## 2. Consent to Receive Messages

By providing your mobile telephone number to Quantum Forge Pro or opting into Messaging Services through our website, software platform, integrations, dealership onboarding process, forms, checkboxes, verbal authorization, or other communication methods, you:

- Expressly consent to receive SMS and text communications from Quantum Forge Pro;
- Represent that you are the authorized user or subscriber of the mobile number provided;
- Acknowledge that consent is not a condition of purchasing any goods or services unless otherwise permitted by law;
- Agree that Quantum Forge Pro may send recurring automated, transactional, operational, or informational text messages using an automatic telephone dialing system or similar technology where applicable.

You are responsible for notifying Quantum Forge Pro immediately if your mobile number

changes.

### 3. Message Frequency

Message frequency may vary depending on:

Account activity

Service events

Workflow actions

Support interactions

Inspection activity

User preferences

Dealership operational needs

Customer communication events

Integration activity

Quantum Forge Pro does not guarantee any minimum or maximum number of messages.

### 4. Message & Data Rates

Standard message and data rates may apply.

Message and data charges may be imposed by your mobile carrier according to your individual mobile plan. You are solely responsible for all charges related to SMS and text messaging received from Quantum Forge Pro.

Please contact your wireless carrier for details regarding your text messaging or data plan.

### 5. Opt-Out Instructions

You may opt out of SMS communications at any time.

To stop receiving text messages from Quantum Forge Pro:

Reply STOP to any text message;

Contact us directly at [support@quantumforgepro.com](mailto:support@quantumforgepro.com); or

Follow any unsubscribe instructions provided in the message.

After opting out, you may receive a final confirmation message confirming your opt-out request.

Please note:

Opting out of certain messaging categories may impact your ability to receive operational updates, service notifications, authentication codes, support communications, or other important information related to your account or dealership operations.

Some non-promotional transactional or legally required communications may still be sent where permitted by law.

## 6. Help Instructions

For assistance with Messaging Services:

Reply HELP to any message; or

Contact Quantum Forge Pro Support:

Email: [support@quantumforgepro.com](mailto:support@quantumforgepro.com)

Website: <https://www.quantumforgepro.com>

## 7. Supported Carriers

Messaging Services may not be available on all wireless carriers or mobile devices.

Supported carriers are subject to change without notice.

Wireless carriers are not liable for delayed or undelivered messages.

Quantum Forge Pro and its messaging providers do not guarantee message delivery, timeliness, or availability.

## 8. No Guarantee of Delivery

Message delivery depends on numerous factors outside of Quantum Forge Pro's control, including:

Wireless carrier functionality

Mobile device availability

Network connectivity

Signal strength

Third-party systems

Filtering or blocking by carriers

Platform outages

Integration downtime

Quantum Forge Pro is not responsible for delayed, failed, blocked, or undelivered messages.

## 9. Authorized Use

You agree to use Messaging Services only for lawful and authorized purposes.

You may not:

- Use Messaging Services for unlawful activity;
- Send spam or unauthorized marketing;
- Harass or abuse others;
- Attempt to interfere with messaging infrastructure;
- Misuse customer communication tools;
- Use Messaging Services in violation of TCPA, CTIA guidelines, carrier rules, or applicable laws;
- Impersonate another individual or entity;
- Transmit malicious, fraudulent, or deceptive content.

Quantum Forge Pro reserves the right to suspend or terminate Messaging Services for violations of these SMS Terms.

#### 10. Dealership Responsibilities

Dealerships and business customers using Quantum Forge Pro Messaging Services are solely responsible for:

- Obtaining proper customer consent where required;
- Maintaining compliant opt-in records;
- Complying with applicable SMS marketing laws;
- Ensuring lawful use of customer contact data;
- Managing employee access to Messaging Services;
- Ensuring communications comply with TCPA, CTIA, FCC regulations, state laws, and carrier requirements.

Quantum Forge Pro provides messaging tools and infrastructure but does not assume responsibility for dealership-generated communications.

#### 11. Privacy & Data Use

Information collected through Messaging Services may include:

- Mobile phone numbers
- Message content
- Device information
- Carrier information
- Communication metadata

User preferences  
Delivery and interaction data

Quantum Forge Pro uses this information to:

Provide Messaging Services;  
Operate and improve the platform;  
Deliver support;  
Maintain security;  
Comply with legal obligations;  
Analyze service performance.

Quantum Forge Pro does not sell mobile phone numbers or SMS consent data to third parties.

For additional information regarding how we collect, use, and protect information, please review our Privacy Policy.

## 12. Third-Party Messaging Providers

Quantum Forge Pro may utilize third-party providers, telecommunications carriers, cloud providers, APIs, integrations, or messaging platforms to facilitate Messaging Services.

These providers may process communications on our behalf.

Quantum Forge Pro is not responsible for:

Carrier outages;  
Third-party platform failures;  
External network interruptions;  
Delays caused by telecommunications providers;  
API downtime or limitations.

## 13. Security

While Quantum Forge Pro implements commercially reasonable security measures, SMS and mobile messaging are not guaranteed to be fully secure.

You acknowledge that:

Text messaging may not be encrypted;  
Mobile communications may be intercepted or accessed by unauthorized parties;  
Sensitive personal, financial, medical, or confidential information should not be transmitted through SMS unless specifically authorized and protected.

Users assume all risks associated with mobile messaging communications.

#### 14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUANTUM FORGE PRO SHALL NOT BE LIABLE FOR:

DELAYED OR UNDELIVERED MESSAGES;  
CARRIER FAILURES;  
DATA LOSS;  
INTERRUPTION OF MESSAGING SERVICES;  
UNAUTHORIZED ACCESS;  
MOBILE NETWORK FAILURES;  
INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES;  
LOST PROFITS OR BUSINESS INTERRUPTION ARISING FROM USE OF MESSAGING SERVICES.

Messaging Services are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind.

#### 15. Indemnification

You agree to indemnify, defend, and hold harmless Quantum Forge Pro, its affiliates, officers, employees, contractors, partners, and providers from any claims, damages, liabilities, costs, or expenses arising out of:

Your misuse of Messaging Services;  
Violations of applicable laws or regulations;  
Failure to obtain required customer consent;  
Unauthorized communications;  
Violations of these SMS Terms.

#### 16. Modifications to Messaging Services or Terms

Quantum Forge Pro reserves the right to:

Modify Messaging Services;  
Suspend or discontinue Messaging Services;  
Change message programs;  
Update these SMS Terms at any time.

Updated versions will be posted on our website with a revised effective date.

Continued use of Messaging Services after updates constitutes acceptance of the revised SMS Terms.

#### 17. Compliance With Laws

Messaging Services are intended to comply with applicable laws and industry standards, including where applicable:

- Telephone Consumer Protection Act (TCPA)
- CTIA Messaging Principles & Best Practices
- FCC regulations
- State consumer protection laws
- Carrier messaging requirements
- Applicable privacy regulations

Users and dealerships are responsible for ensuring their own compliance with all applicable laws.

#### 18. Governing Law

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

Any disputes arising under these SMS Terms shall be subject to the jurisdiction provisions contained in Quantum Forge Pro's Terms of Service.

#### 19. Contact Information

If you have any questions regarding these SMS Terms or Messaging Services, please contact:

Quantum Forge Pro Inc.  
Email: [support@quantumforgepro.com](mailto:support@quantumforgepro.com)  
Website: <https://www.quantumforgepro.com>

#### 20. Short-Form SMS Disclosure (Recommended for Forms & Footer)

By providing your mobile number and opting in, you consent to receive recurring automated and non-automated text messages from Quantum Forge Pro regarding services, updates, support, reminders, and related communications. Message frequency varies. Message and data rates may apply. Reply STOP to unsubscribe. Reply HELP for help. Consent is not a condition of purchase. View our Privacy Policy and SMS Terms & Conditions.