# **Transamerica Financial Advisors, Inc. Texting Program Terms & Conditions**

### Effective Date: September 1, 2024

Transamerica Financial Advisors, Inc. ("TFA") Texting Program is a texting service providing you the ability to communicate with a TFA Registered Representative or Investment Advisor Representative (TFA Financial Professional) via text messaging. You can provide permission for your TFA Financial Professional to communicate via text with you by replying to a text sent from your TFA Financial Professional with the words "YES" or "Agree". By opting in, you agree to receive text messages from TFA and your TFA Financial Professional. We do not, but could, use an automatic telephone dialing system to deliver our text messages. Instead, we use a consent management platform that only responds to users' requests for ongoing communication via text messaging. By opting in, you also agree to be bound by these Terms and Conditions and TFA's Privacy Policy at any time without notice to you. Your use of TFA text messaging after any change constitutes your acceptance of such changes. You may refer to the most current version of these Terms and Conditions and TFA's Privacy Policy at any time by clicking here.

You also understand that <u>trade or order instructions are not permitted</u> to be acted on through text messaging.

### **USER OPT-OUT**

To opt-out (discontinue service), text "STOP" to your TFA Financial Professional from your mobile device. You will not receive any additional messages.

### **MOBILE USER FEES**

Neither TFA nor its Financial Professionals charge mobile user fees to send or receive text messages. Message (Msg) and Data (collectively "Msg&Data") rates may apply.

### SUPPORTED WIRELESS CARRIERS

Participating carriers include AT&T, Tracfone, Sprint, Boost, Virgin, T-Mobile®, Metro PCS, Verizon Wireless, US Cellular®, Commnet Wireless and C Spire®.

### Help

For more info, text "HELP" to or contact your TFA Financial Professional.

### Disclaimer

TFA will not be liable for any delays in the receipt of any short message service ("SMS") messages connected with the SMS Gateway. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator.

# NO WARRANTIES OR LIABILITY

The TFA Texting Program is provided to you on an "as is," "as available" basis. TFA, its licensors/providers and their respective affiliates, subsidiaries, officers, directors, employees,

Financial Professionals, and agents make no representations or warranties with respect to the TFA Texting Program and the messages. TFA, to the fullest extent permitted by applicable law, hereby disclaims all warranties of any kind with respect to the TFA Texting Program and the messages, expressed or implied, including, but not limited to, representations and warranties regarding accuracy, timeliness, completeness, noninfringement, merchantability or fitness for any particular purpose. TFA assumes no responsibility for the consequences or any errors or omissions in connection with the TFA Texting Program or the messages. In no event shall TFA be liable to you for any claim, including any direct, indirect, or consequential damages, arising out of or relating to your use of the TFA Texting Program on the messages.

# INDEMNITY

You agree to indemnify, defend, and hold harmless TFA and any of our successors, assigns, or licensees, together with any of their respective officers, directors, agents, Financial Professionals, and employees, against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) arising out of claims by a third party relating to your use of the TFA Texting Program, or any breach or violation of these Terms and Conditions and Privacy Policy.

# LINKS TO OTHER WEBSITES

The TFA Texting Program may include links to third-party websites of possible interest to you. Links provided in the TFA messages to third-party websites are provided solely for your convenience. You understand that should you visit a third-party website via a link, the content of that third-party website is not provided or endorsed by TFA, you may be subject to the terms of use and privacy policies of that third-party website, and TFA has not reviewed or approved the terms of use or other policies governing such websites. TFA does not monitor, make any representation with respect to, or assume any liability for any third-party websites, including, without limitation, any products or services that are advertised or made available for purchase through such websites.

# **INFORMATION PROVIDED BY YOU**

When you complete forms online or otherwise provide TFA information in connection with the TFA Texting Program or other TFA services, you agree to provide accurate, complete, and true information. If we, in our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, we may refuse you access to the TFA Texting Program and pursue any appropriate legal remedies.

# **INFORMATION WE COLLECT**

When you opt-in to the TFA Texting Program, we collect your mobile phone number. Also, your communications between you and your TFA Financial Professionals are maintained in accordance with regulatory requirements.

# How We Use the Information We Collect

We will only use information you provide to transmit text messages to you, to administer and improve the TFA Texting Program and related technology, and to make available TFA products and services to you. Our computers may process the information in your messages for various purposes, including formatting and displaying the information to you, preventing unsolicited bulk

messages (spam), backing up messages, and other purposes relating to offering you the TFA Texting Program.

### **Sharing Information We Collect**

We may share your information with our third-party vendors and suppliers that provide services on our behalf, including our vendors and suppliers that provide us with the technology and services for the operation and maintenance of the TFA Texting Program. 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. We may also transfer information we collect in the event of a merger, sale, reorganization, acquisition, or other change of ownership or control by TFA or any of our affiliated companies, in whole or in part.

# **PROTECTION OF INFORMATION**

We use industry-standard physical, technical, and administrative security measures and safeguards to protect the confidentiality and security of the information we collect. However, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

Securities offered through Transamerica Financial Advisors, Inc., member FINRA/SIPC. Advisory services offered through Transamerica Financial Advisors, Inc.

# TRADING INSTRUCTIONS SENT VIA TEXT MESSAGE WILL NOT BE HONORED.

Please contact my office for all buy/sell orders. Please be advised that communications regarding trades in your accounts are for informational purposes only. You should continue to rely on confirmations and statements received from the custodian(s) of your assets.