705.992.8222 · info@northernsnow.ca
1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

Northern Snow

Sault Northern Landscaping Corp. o/a Northern Snow
SMS / Text Message Verbal Consent Policy - Built for All Season

This **SMS Verbal Consent Policy** (the "Policy") sets out the process by which Sault Northern Landscaping Corp. o/a Northern Snow ("Northern Snow" or the "Company") obtains, records, and retains verbal consent from Customers to receive SMS / text message communications. Northern Snow is a full-service, year-round property maintenance company — Built for All Seasons — providing snow removal, lawn care, and related property maintenance services to residential and commercial customers in Sault Ste. Marie, Ontario.

SMS messaging is an integral part of how Northern Snow delivers its services. Customers who consent receive time-sensitive transactional communications directly related to their property and membership — including service notifications, account alerts, and operational updates. Northern Snow does not send marketing or promotional messages through its SMS program. This Policy governs how consent is obtained and evidenced.

Dual basis for consent. Northern Snow's authority to send SMS communications rests on two independent foundations. First, explicit verbal consent obtained from the Customer at enrollment as set out in this Policy. Second, Section 12.8 of the Northern Snow Membership Agreement (Service Communications), under which the Customer, by entering into the Membership Agreement, acknowledges and agrees that Northern Snow may contact the Customer by SMS/text message to provide operational updates and factual information relating to the Services. Either basis is independently sufficient.

1. DEFINITIONS

In this Policy, capitalized terms have the meanings set out in Schedule A of the Membership Agreement, together with the following:

> **"SMS Consent"** — means a Customer's explicit verbal confirmation, obtained at enrollment, that they agree to receive SMS Messages from Northern Snow.

"SMS Message" — means any transactional text message sent by or on behalf of Northern Snow to a Customer's mobile telephone number for the purposes set out in Section 3 of this Policy.

"Opt-Out" — means a Customer's election to withdraw SMS Consent and discontinue receipt of SMS Messages, as set out in Section 4 of this Policy.

"Sales Call" — has the meaning given to it in Section 2.2(a) of the Membership Agreement.

2. VERBAL CONSENT PROCESS

2.1 Primary Enrollment Method

Northern Snow's primary enrollment method is by telephone. SMS Consent is obtained verbally during the Sales Call, as part of the enrollment process governed by Section 2.2 of the Membership Agreement.

2.2 How Consent is Obtained — Prescribed Verbal Script

Northern Snow requires its sales representatives to read the following prescribed three-step verbal consent script to each Customer during the Sales Call, before finalizing enrollment. The representative must obtain an affirmative response to Step 1 before adding the Customer's mobile number to Northern Snow's SMS messaging list. If the Customer declines, their number is not added and they continue to receive communications by email, mail, or telephone only.

VERBAL CONSENT SCRIPT — Read aloud to Customer:

Step 1 — Consent Request (read exactly as written): "By completing your enrollment today, we'd like your consent to send you text messages to keep you updated on your service. These would be account notifications — things like when our crew is on the way, renewal reminders, billing updates, and weather-related service notices. Do you consent to receiving these text messages from Northern Snow at the number you've provided today?" Pause and wait for the Customer's verbal Yes or No before continuing.

Step 2 — Program Disclosure (read immediately after Step 1, regardless of answer): "Just so you know, message frequency will vary by season and account activity — messages go out as needed for your service. Standard message and data rates from your carrier may apply. You can opt out at any time by replying STOP to any text, and you can reply HELP if you need assistance."

Step 3a — If Customer says YES: "Great, thank you! You're all set to receive service notifications and account updates from Northern Snow. You can always text STOP to opt out if you change your mind."

Step 3b — If Customer declines: "No problem at all — you won't receive any text messages from us. We'll make sure all your service communications are sent by email or phone instead."

Representative note: Record the Customer's response (Yes/No) in the account. The Sales Call audio recording serves as primary evidence of consent under Section 2.3.

2.3 Evidence of Consent

Sales Calls are audio recorded in accordance with Section 2.2(e) of the Membership Agreement. Such recordings constitute the primary evidence of SMS Consent. Northern Snow's records of which Customer numbers are on the messaging list, together with the date of enrollment, are also retained. In the event of any dispute regarding whether SMS Consent was provided, the audio recording of the Sales Call shall be determinative.

2.4 Membership Agreement as Independent Authorization

Independently of and in addition to the verbal SMS Consent obtained at enrollment, each Customer's execution of the Northern Snow Membership Agreement constitutes a separate acknowledgement and authorization under Section 12.8 thereof. Accordingly, even where a Customer later disputes verbal SMS Consent, Northern Snow's authority to send transactional service communications by SMS is supported by the Customer's agreement to the Membership Agreement.

2.5 No Obligation to Verify Opt-Out Claims

Where a Customer who has provided SMS Consent later asserts that consent was not given, Northern Snow may rely on the audio recording of the Sales Call and its enrollment records as evidence that consent was obtained. Northern Snow is not required to remove a Customer from its messaging list solely on the basis of an unsupported assertion, provided Northern Snow has a record of verbal consent. Notwithstanding the foregoing, Northern Snow will promptly process any Opt-Out request made by a Customer in accordance with Section 4.

3. PERMITTED MESSAGE TYPES AND FREQUENCY

3.1 Transactional and Service-Related Messages Only

All SMS Messages sent by Northern Snow are transactional and service-related in nature, in accordance with Section 12.8 of the Membership Agreement. **Northern Snow does not send marketing or promotional SMS Messages.**

Permitted message types include:

(a) service visit notifications for snow removal, lawn care, and related services provided under the Membership Agreement;

(b) notice that a Customer is approaching any applicable annual service visit limit;

(c) membership renewal notices and reminders;

(d) payment reminders, failed payment notifications, and account balance notices;

(e) advance notice of any applicable surcharge or additional charge; and

(f) operational, scheduling, weather-related, or safety notices reasonably related to the delivery of services.

3.2 Message Frequency

Message frequency varies based on season, weather conditions, and account activity. Messages are sent as needed in connection with the services provided. Northern Snow does not represent a fixed maximum or minimum number of messages per period.

3.3 Message and Data Rates

Standard message and data rates imposed by the Customer's mobile carrier may apply. Northern Snow is not responsible for any such charges.

4. OPT-OUT

4.1 Customer Right to Opt-Out

A Customer may opt out at any time, without penalty, by:

(a) replying STOP to any SMS Message;

(b) calling 705-992-8222; or

(c) emailing info@northernsnow.ca.

4.2 Effect of Opt-Out

Upon receipt of an Opt-Out, Northern Snow will remove the Customer's number from its SMS messaging list. The Customer acknowledges the following consequences:

(a) The Customer will no longer receive any SMS Messages from Northern Snow, including all service-related alerts — visit notifications, visit-limit reminders, renewal notices, and weather-related updates. These will not be re-routed unless the Customer has a current email address on file.

(b) An Opt-Out does not constitute cancellation of the Membership Agreement. All obligations remain in force.

(c) Northern Snow may continue to deliver Formal Notices under Section 11 of the Membership Agreement by email, mail, or telephone.

Customers who opt out are strongly encouraged to confirm a current email address with Northern Snow so that service communications can continue uninterrupted.

4.3 Re-Enrollment

A Customer who has opted out may re-enroll for SMS Messages at any time by contacting Northern Snow at 705-992-8222 or info@northernsnow.ca.

5. ASSISTANCE

5.1 HELP

A Customer may reply HELP to any SMS Message at any time for assistance. Northern Snow will respond with contact information. Customers may also reach Northern Snow directly at 705-992-8222 or info@northernsnow.ca.

6. DISCLOSURES PROVIDED AT OPT-IN

The verbal consent script set out in Section 2.2 ensures the following information is communicated to each Customer at the time of obtaining SMS Consent:

(a) the identity of the sender (Northern Snow / Sault Northern Landscaping Corp.);

(b) that messages are transactional and will relate to the Customer's account and services;

(c) that message frequency varies by season and account activity;

(d) that message and data rates may apply; (e) that the Customer can reply HELP for assistance;

(f) that the Customer can reply STOP to opt out at any time;

(g) a reference to the Membership Agreement at https://northernsnow.ca/terms-of-service.pdf; and

(h) an explicit request for the Customer's verbal consent.

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7. GOVERNING DOCUMENTS

This Policy is to be read together with the Northern Snow Membership Agreement available at https://northernsnow.ca/terms-of-service.pdf. Customers are directed in particular to Section 12.8 (Service Communications) and Section 11 (Notice). In the event of any conflict between this Policy and the Membership Agreement, the Membership Agreement governs.

Nothing in this Policy limits any rights available to Customers under Ontario's Consumer Protection Act, 2002 or other applicable consumer protection legislation.

This Policy reflects the SMS verbal consent practices of Sault Northern Landscaping Corp. o/a Northern Snow - Built for All Seasons - 1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON · 705-992-8222 · info@northernsnow.ca.

Governed by the laws of the Province of Ontario and the federal laws of Canada.