



Safe & Sound Text Messaging Terms of Use

Please read these Text Messaging Terms (“**Text Messaging Terms**”) carefully. These Text Messaging Terms are governed by and hereby incorporate by reference Sections 5 (Disclaimers), 6 (Limitation of Liability), 9 (Arbitration Agreement) and 10.6 (Waiver; Assignment) of Safe & Sound's websites' Terms of Use found at <https://safeandsound.org/terms-of-use/> (Sections 5, 6, 9, and 10.6 thereof, together with the rest of these Text Messaging Terms, are hereby referred to as the “**Terms**”).

By opting in to receive text messages from Safe & Sound, a 501(c)(3) nonprofit organization (“**Safe & Sound**,” “**we**” or “**us**”), you agree to be bound by the Terms. If you do not agree with these Terms, you must immediately cease using the SMS Service and opt out, as described below. We may update or amend the Terms, at any time, and such amendments will be effective upon posting of the updated Terms on the Safe & Sound website.

PLEASE BE AWARE THAT THE TERMS INCLUDE AN ARBITRATION AGREEMENT WHICH CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND SAFE & SOUND. AMONG OTHER THINGS, THE ARBITRATION AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION. THE ARBITRATION AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US THROUGH BINDING, FINAL ARBITRATION, WITH LIMITED EXCEPTIONS, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE PROCEEDING OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. **Terms.** Safe & Sound may offer one or more mobile message programs (collectively, the “**SMS Service**”) that allows users to receive SMS/MMS mobile messages by opting-in through our intake form or any other method we may offer now or in the future. Regardless of the opt-in method you use to enroll, you agree that your use of the SMS Service is governed by the Terms.
2. **Fees.** Safe & Sound does not charge for the SMS Service, but you are responsible for all charges and fees associated with mobile messaging imposed by your wireless carrier and you acknowledge that your carrier may charge you or deduct usage credit from your account when you text us or we text you. Message and data rates may apply.

3. **Opting In.** By opting in to the SMS Service, you authorize us to send recurring SMS and MMS mobile messages to the number you specify, and you represent that you are authorized to receive mobile messages at such number. The messages sent through the SMS Service may include appointment reminders, event reminders, follow up communication and customer support, or other service-related information. Message frequency varies.
4. **ATDS.** You agree that these messages may be transmitted using an automatic telephone dialing system (“**ATDS**”), other automated systems for the selection or dialing of telephone numbers, or other technology. Your consent to receive mobile messages via an ATDS or other automated system for the selection or dialing of numbers is not required (directly or indirectly) as a condition of purchasing any property, goods or services. While you consent to receive messages sent using an ATDS, the foregoing shall not be interpreted to suggest or imply that any or all of our messages are sent using such a system.
5. **Opting Out.** If you do not wish to continue participating in the SMS Service, you agree to reply STOP to any mobile message you receive from the SMS Service to opt out. You may receive an additional mobile message confirming your decision to opt out. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that alter, change, or modify the STOP keyword commands, such as the use of different spellings or the addition of other words or phrases to the command, and you agree that that we and our service providers will have no liability for failing to honor such requests. To the extent you subscribe to more than one SMS Service program that we operate, you must unsubscribe from each program separately. If you decide to change your mobile phone number, you agree to first opt out of each SMS Service program in which your number is enrolled.
6. **Support.** For SMS Service support or assistance, text the HELP keyword in response to any message you receive through the SMS Service or email us at info@safeandsound.org. Please note that the use of this email address is not an acceptable method of opting out of the SMS Service. Opt outs must be submitted in accordance with the procedures set forth above.
7. **Short Code Changes.** We may change any telephone number we use to operate the SMS Service at any time with notice to you. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed, may not be received and we are not responsible for honoring requests made in such messages.
8. **Supported Carriers.** The SMS Service may not be available in all areas or supported by all carriers or all devices. Check with your carrier for details. Delivery of mobile messages is subject to effective transmission from your wireless carrier/network operator and is outside of our control. We and the wireless carriers supported by the SMS Service are not liable for any failed, delayed or undelivered messages.
9. **Internal Use Only.** Information obtained as part of the SMS Service will not be shared with third parties or affiliates.

10. **Limitation of Liability.** Safe & Sounds will not be liable for any direct, indirect, incidental, special consequential, or punitive damages arising out of or related to your participation in the SMS Service. Safe & Sound does not guarantee that your access to or use of the SMS Service will be uninterrupted, timely, secure, or error-free. The SMS Service is provided “as is” and “as available” without any warranted of any kind, either express or implied.