MOBILE MESSAGING TERMS AND CONDITIONS

Last updated: November 2024

Tolar Independent School District ("TISD", "we", or "us") operates a mobile messaging program (the "Program") subject to these Mobile Messaging Terms and Conditions (these "Mobile Messaging Terms"). The Program and our collection and use of your personal information is also subject to our Privacy Policy https://www.tolarisd.org/privacy-policy. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy.

1. Program Description: We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our products and services and may include promotions, or other marketing offers. Transactional messages relate to an existing or ongoing transaction and may include appointment reminders, and other transaction-related information. Mobile messages may be sent using an automated technology, including an auto dialer, automated system, or automatic telephone dialing system. Message frequency will vary. You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes, except in connection with marketing purposes. We do not charge for mobile messages sent through the Program, but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for short message service and multimedia message alerts.

2. User Opt-In: By providing your mobile phone number to us, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal "Do Not Call" list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at info@tolarisd.org. Your participation in

the Program does not require that you make any purchase from us and your participation in the Program is completely voluntary.

3. User Opt-Out and Support: You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to the mobile number the message is sent from. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. If you want to join the Program again, just sign up as you did the first time, and we will start sending messages to you again. For support, reply HELP to any mobile message from us.

Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program, and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4.With Whom This Information Is Shared: We do not sell or rent your personal information. We may, however, share your personal information in limited circumstances, such as with universities or external service providers that support business activities.

We do not share personal data (phone numbers) and consent with third parties/affiliates or partners. We require our service providers to keep your personal information secure, and do not allow them to use or share your personal information for any purpose other than providing services on our behalf. We may also share your personal information when required by law, or when we believe, sharing will help to protect the safety, property, or rights of the school, members of the school community, and school guests.

5. Disclaimer of Warranty and Liability: The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither

we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

6. Modifications: We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

Contact

If you have questions or suggestions regarding this Policy or the Website, please contact us at:

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