

## TEXT MESSAGING TERMS AND CONDITIONS

STATE OF TEXAS §

COUNTY OF TRAVIS §

Travis County Emergency Services District No. 2, a political subdivision of the state of Texas, organized and operating under Chapter 775 of the Texas Health and Safety Code (“District”) operates a text messaging program through a services and licensing agreement with Constant Contact, Inc. (“Program”) subject to these Text Messaging Terms and Conditions. The Program and the District’s collection and use of your personal information is also subject to the District’s Privacy Policy, which can be found at <https://www.pflugervillefire.org/privacy-policy/>. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to the Text Messaging Terms and Conditions detailed below and the District’s Privacy Policy.

### 1. Program Description.

The District may send text messages in various formats through the Program. Text messages may be sent using an automated technology, including an autodialer; automated system; or automatic telephone dialing system. Message frequency will vary but will not exceed 5 messages per month. You agree that the District, through its services and licensing agreement with Constant Contact may send you text messages regarding District information and other current District issues as described on the District’s website at <https://www.pflugervillefire.org/>. The District does not charge for text 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 SMS and MMS alerts.

### 2. User Opt-In.

By providing your mobile phone number to the District, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from the District 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 the District 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 the District at [info@pflugervillefire.org](mailto:info@pflugervillefire.org). Your participation in the Program is fully 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 text messages from the District, or you no longer agree to these Text Messaging Terms and Conditions, reply **STOP**, **QUIT**, **CANCEL**, **OPT-OUT**, and/or **UNSUBSCRIBE** to any text message from the District. 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. For support, reply **HELP** to any text message from the District.

The District's text messaging platform may not recognize requests that modify the foregoing commands, and you agree that the District and its service providers will not be liable for failing to honor requests that do not comply with the requirements in these Text Messaging Terms and Conditions. The District may also change the telephone number or short code used to operate the Program and the District 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 the District and the District will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

4. 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 the District nor its service providers will be liable for any failed, delayed, or misdirected delivery of any text message or information sent through the Program.

5. Modifications.

The District 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, the District may also modify these Text Messaging Terms and Conditions at any time. Any such modification will take effect when it is posted to the District's website. You agree to review these Text Messaging Terms and Conditions periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

6. Miscellaneous.

As a local political subdivision, the District is subject to the requirements of the Texas Public Information Act, found in Chapter 552 of the Texas Government Code; the Texas Open Meetings Act, found in Chapter 551 of the Texas Government Code; and applicable records retention schedules promulgated by the Texas State Library and Archives Commission and accordingly adopted by the District.