

MOBILE MESSAGING TERMS AND CONDITIONS

Save the Family Foundation of Arizona ("Save the Family", "STF", "we", or "us") operates a mobile messaging service (the "service") subject to these Mobile Messaging Terms and Conditions (these "Mobile Messaging Terms"). The service and our collection and use of your personal information is also subject to our <u>Privacy Policy</u>.

By enrolling, signing up, or otherwise agreeing to participate in the service, you accept and agree to these Mobile Messaging Terms and our <u>Privacy Policy</u>.

- 1. Service Description: We may send promotional and transactional mobile messages in various formats through the service. Promotional messages to promote our programs and the clients/communities we serve, and it may include newsletters, appeals, and reminders. Transactional messages relate to an existing or ongoing transaction and may include order/donation confirmation, reminders, and other transaction-related information. Mobile messages may be sent using automated technology, including an auto dialer, automated system, or automatic telephone dialing system. Message frequency will vary but will not exceed 4 messages a month. 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 service, 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. <u>User Opt-In:</u> By providing your mobile phone number to us, you are voluntarily opting in to the Service 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@savethefamily.org. Your participation in the service does not require that you make any donation to us and your participation in the service is completely voluntary.
- 3. <u>User Opt-Out and Support</u>: You may opt-out of the service at any time. If you wish to opt-out of the service and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply STOP 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 re-join the service, 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 or email us at info@savethefamily.org.

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 service, 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. Disclaimer of Warranty and Liability: The service 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 service.
- 5. Modifications: We may modify or cancel the service 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 service will constitute your acceptance of those modifications.

SMS Sharing of Information – STF will not rent or sell your Personal Information, including your phone number, to other companies or individuals unless we have your consent. From time to time, we may share aggregated or de-identified information about use of the Messaging Service and such aggregated or de-identified information may be shared with any third party, including advertisers, promotional partners, and sponsors at which point you would be subject to their own privacy policy and SMS terms and conditions.

See Privacy Policy for more information.