

# **Mobile Messaging Terms & Conditions**

Last updated: February 14, 2024

## Introduction

First Baptist Church ("<u>First Baptist Church</u>", "<u>we</u>", or "<u>us</u>") operates a mobile messaging program (the "<u>Program</u>") subject to these Mobile Messaging Terms and Conditions (these "<u>Mobile Messaging Terms</u>"). The Program and our collection and use of your personal information is also subject to our <u>General Church Privacy Policy</u> and our <u>Mobile Terms of Service Privacy Policy</u>. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms, our Mobile Privacy Policy, and our General Privacy Policy.

# **Program Description**

We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages promote our church and may include event promotions, meeting reminders, and general announcements.

Mobile messages may be sent using automated technology, including an autodialer, automated system, or automatic telephone dialing system. **Message frequency will vary but will be at most three messages per week.** 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 shortcodes, except in connection with marketing purposes. We do not charge for mobile messages sent through the Program. Still, 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.

## **User Opt-In**

By providing your mobile phone number to us, you are voluntarily opting into 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 one 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 by email (office@fbcpf.org) or by phone, (865) 453-4647. Your participation in the Program is entirely voluntary.

## **User Opt-Out and Support**

You may opt out of the Program anytime. 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 option. If you want to join the Program again, sign up as you did the first time, and we will send you messages 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.

## **Prohibited Use and Content**

First Baptist Church and our mobile messaging program provider (Constant Contact) prohibits any SMS messaging that includes the following:

- Illegal substances
- Sex, hate, alcohol, firearms, and tobacco (SHAFT)
- Third-party lead generation
- High-risk financial services
- Debt collection and forgiveness
- Gambling
- Multi-level marketing

## **Disclaimer of Warranty and Liability**

The Program is " as-is " and may not be available in all areas, always, 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.

## **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 change 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 you know of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.

## **Contact Information**

If you have any questions about this policy or our privacy practices, please get in touch with us at office@fbcpf.org or (865) 453-4647.