

## **Eagle's Landing Christian Academy Mobile Messaging Terms and Conditions**

Eagle's Landing Christian Academy, ("we", or "us") operates a mobile messaging program called Parent Alert (hereafter called the "Program") subject to these Mobile Messaging Terms and Conditions (the "Mobile Messaging Terms"). The Program and our collection and use of your personal information is also subject to our Privacy Policy (located [HERE](#)). **By enrolling your student at ELCA, you accept and agree to these Mobile Messaging Terms and our Privacy Policy.**

**1. Program Description:** We may send messages through the Parent Alert system regarding important information on time-sensitive general announcements, school closures, weather occurrences, etc. 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. We do not charge for mobile messages sent through Parent Alert, 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 us during your child's enrollment, you are voluntarily opting in to the Program and you agree to receive 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 [nethelp@eagleslanding.org](mailto:nethelp@eagleslanding.org). Your participation in the Program is not required but your participation in the Program helps you stay informed and 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 to any mobile message from us. 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. Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we 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. 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.

**5. 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.

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