

TEXTING SERVICES AGREEMENT

This **TEXTING SERVICES AGREEMENT** (the “Agreement”) outlines the terms and conditions for the use of the Services (defined herein). Please read these text messaging terms and conditions carefully. This Agreement is effective as of the date the individual user (the “User”) has subscribed to, opted into, or used the Services. By subscribing to, opting into, or using the Services, the User hereby agrees to be legally bound by the terms of this Agreement. To use the Services, User may need compatible hardware, software, and internet access and understands that standard text messaging rates may apply.

1. Services. Services shall include the marketing, updates, and customer service communications in the form of SMS-related text messages. Services may also include solicitations, event updates, reminders, and other communications related to our services (the “Services”). The Services shall be provided by West Chester University Foundation (the “Company”).

2. Servicer. Company shall hire GetThru to generate and provide the Services.

3. User Consent. Each User shall elect to either Opt-In or Opt-Out as follows:

- a) **Opt-In.** User shall Opt-In to receive the Services from Company by using, signing up or otherwise providing their phone number to Company.
- b) **Opt-Out.** User may elect to Opt-Out from receiving the Services at any time by replying with the word “STOP” to any text message. After opting out, User will no longer receive the Services unless User opts back in.

4. Message Frequency. The frequency of messages may vary once a User has elected to Opt-In to the Services. User may receive weekly, monthly, and/or annual text messages, depending on the nature of the Services subscribed to.

5. Charges and Fees. User hereby agrees and understands that standard message and data rates may apply from their wireless carrier once User has elected to Opt-In to the Services. All standard message and date rate charges associated with the Services are the sole and exclusive responsibility of User.

6. Data Use and Privacy Policy.

- a) **Data Use:** User agrees and hereby understands that Company may collect personal data when User subscribes, elects to Opt-In to, and/or uses the Services, including but not limited to, User’s phone number and, if applicable, name and other contact information.
- b) **Privacy Policy:** Company hereby warrants that all collected data from Users will be handled in accordance with Company’s Privacy Policy, which is available on Company’s website. Company agrees that Company will not share any of User’s personal information or otherwise with third parties without User’s consent, except as necessary to provide the Services.

7. Termination or Suspension

- a) **Termination of Service:** Company, in its sole discretion and at any time, may suspend or terminate User's access to the Services, without notice, for any reason or no reason at all, including but not limited to violations of these terms.
- b) **User's Right to Terminate:** User, in its sole discretion and without providing notice to Company, may elect to unsubscribe or stop receiving the Services at any time by replying "STOP" or following the Opt-Out instructions in any message.

8. Limitation of Liability

- a) **No Guarantee of Availability:** Company makes no guarantees, warranties, or representations that the Services will be available at all times and/or error-free. , and we are not liable for any technical issues or interruptions in service.
- b) **Limitation of Responsibility:** To the fullest extent permitted by law and under this Agreement, User by signing this Agreement, hereby agrees to indemnify and hold Company against any and all loss, damage, liabilities, claims, injury, and/or harm from any technical issues, interruptions of services, errors, delays, or disruptions in text message delivery.

9. Updates to Terms. Company reserves the right to update or modify the terms and conditions of this Agreement at any time, without consent by User. Changes to the Agreement will be communicated via text messages to User or posted on Company's website. User may elect to Opt-Out of the Services once receiving the update to the terms. Notwithstanding the foregoing, continued use of the Services after updates to the terms shall be deemed as User's acceptance of the updated terms.

10. Contact Information. User may contact Company at the following email address with any questions or concerns about the Services:

- a) Email: info@wcufoundation.org