

# Text Messaging Service Agreement

## Terms and Conditions

By subscribing to Lawrence Municipal Court's Text Message Service you agree to the following Terms and Conditions:

**Mobile Phone Ownership and Mobile Number:** When you subscribe to [Gov/Court]'s text message service you are confirming the mobile phone number you use to subscribe is the mobile number associated with your mobile phone. You and no other person will use this mobile phone to communicate with [Gov/Court] about your account(s). Throughout this agreement the word "you" includes the person associated with the mobile phone and mobile number you use to subscribe to this text message service.

**Agreement:** This Terms and Conditions document is an agreement between you and [Gov/Court] which explains some of your important rights under the law, how the text message service works, how text fees and data rates may apply, how you may access information, when we may initiate text messages to the mobile phone number you used to subscribe, your agreement to receive text messages and other important features associated with the text message service. To agree to these Terms and Conditions text START to [Gov/Court]'s short code \_\_\_\_\_ (Insert alpha numeric characters).

If you delete your text messaging history from your mobile phone you may lose information about this text message service. To retrieve the Terms and Conditions you can go to [Gov/Court Website URL].

**Voluntary Participation:** [Gov/Court] offers this text message service to you in connection with the collection of \_\_\_\_\_. This is a voluntary service you may start or stop at any time.

**Purpose:** The purpose of this text message service is to allow you to obtain information about your account(s) associated with this mobile phone number by texting key words to [Gov/Court]. The key words and their definitions appear below. The purpose is also to allow [Gov/Court] to send certain kinds of text messages to you using the mobile phone number you use to subscribe.

**Accounts Subscribed:** This text message service allows you and this [Gov/Court] to communicate about any accounts in our system, now or in the future, associated with the mobile phone number you use to subscribe. Accounts Subscribed placed with us that are closed, inactive, subject to a cease communication or otherwise prohibited from collection activity will be excluded from this text message service.

**Consent:** By subscribing to this text message service, you consent to participate in [Gov/Court]'s text message service and understand and agree:

- [Gov/Court] may send limited types of text messages to you about Account(s) Subscribed to this service as described below in [Gov/Court] Initiated Text Message Service;
- *When you text a Key Word to a short code you consent to receive an immediate, automated text message response to be sent to you from [Gov/Court]'s automated, text message service regardless of the time of day, day of week or frequency of the communications;*
- Text messages sent to you by [Gov/Court] may appear on the face of your mobile phone or device and you will manage the settings associated with how text messages are displayed on your phone or device to protect your confidential information.

**Text Message Service Termination Process:** [Gov/Court] and its agents do not have the ability to unsubscribe you from this text message service without your participation. To terminate participation or unsubscribe from

[Gov/Court]'s text message service, you need to text the word ALTO, STOP, STOP!, STOPNOW, STOPALL, END, QUIT, QUITNOW, CANCEL, CANCELAR, NOMO, UNSUBSCRIBE, REMOVE, OPTOUT, PARA, PARAR, PARE, or ARRET to [Gov/Court]'s text number. Unsubscribing from [Gov/Court]'s text message service will not revoke or cancel other types of permissions you have granted [Gov/Court] using the mobile number you use to subscribe to this text message service.

By enrolling in this text message service, you consent that following such a request to unsubscribe, you will receive a one-time text message from [Gov/Court] confirming your removal from [Gov/Court]'s text message service. Following such confirmation message, no additional text messages will be sent unless you voluntarily subscribe again to this text message service.

If you deactivate the mobile number you used to subscribe to [Gov/Court]'s text message service, [Gov/Court] will unsubscribe you from its text message service and send you a one-time text message confirming your removal from [Gov/Court]'s text message service. Following such confirmation message, no additional text messages will be sent unless you voluntarily subscribe again to this text message service.

**Translation of Abbreviations:** [Gov/Court]'s text message service uses abbreviations when communicating with you. Please refer to this abbreviation translation list or contact [Gov/Court] if you have questions or need assistance.

**#** - means the consumer's mobile phone number

**2** - is an abbreviation for the word "to"

**4** - is an abbreviation for the word "for"

**Acct** - means the account(s) associated with the mobile phone number and phone you used to subscribe and which you alone, own, use or have access

**Comm** - means communicate or communication

**Comms** - means communications

**Info** - means information

**Msg or Msgs** - means message or messages

**Msging** - means messaging

**Msg&DataRatesMayApply** - means message and data rates may apply

**Multipl** - means multiple

**Pls** - means please

**Pmt** - means payment

**Rcpt** - means receipt

**Rcv** - means receive

**Rcvd** - means received

**Rcving** - means receiving

**Req** - means request

**Txt** means text

**Consumer Initiated Key Word Text Message Service:** This text message service allows us to send text messages to you but restricts your ability to communicate to us to the following keywords; YES, START, STOP & HELP.

**Key Words:**

- Text **YES, or START** to indicate your consent for [Gov/Court] to send text messages to the mobile phone number you use to subscribe and provide you with the Terms and Conditions regarding this text message service.
- Text **HELP** to receive the phone number of our customer service representative who can provide you with further information about your Account(s) Subscribed or URL to [Gov/Court]'s website.
- Text **STOP, ALTO, STOP., STOP!, STOPNOW, STOPALL, STOP ALL, END, ENDALL, END ALL, QUIT, QUITNOW, CANCEL, CANCELAR, NOMO, UNSUBSCRIBE, REMOVE, OPTOUT, PARA, PARAR, PARE or ARRET** to unsubscribe from [Gov/Court]'s text message service. By texting any one of these key words you consent and agree to receive a one-time text message from [Gov/Court] confirming you have been unsubscribed from this text message service.
- Text **TERMS** to request a link to the Terms and Conditions.

**[Gov/Court] Initiated Text Message Service:** [Gov/Court] may at times decide to initiate text messages to the mobile phone number you use to subscribe to its text message service.

- **Reminder of Court Hearing Date** - [Gov/Court] may send you a text message to remind you of an upcoming court appearance.
- **Failed Payment Notification** - [Gov/Court] may send you a text message if your payment did not process due to insufficient funds in the account or another problem which prevented the processing of the payment.
- **Past Due** - [Gov/Court] may send you a text message reminder to notify you a scheduled payment was missed and invite you to make a payment.
- **Reminder of Payment Due Date** - [Gov/Court] may send you a text message to remind you when your payment is due.
- **Automated Response to Unknown Consumer Action:** There may be instances when [Gov/Court] is unable to interpret or respond to your key word request. These instances include but are not limited to:
  - **Submission of Unrecognized Text** – [Gov/Court] may ask you to call a customer service representative if we have questions associated with your text request(s). Examples of this may include but are not limited to: Notice of bankruptcy filing; Request to cease and desist; Notice of attorney representation; Complaints and disputes; Misspelled terms or words; Terms or words not defined by this agreement
  - **Already Opted In** – [Gov/Court] will text you if the mobile number is already subscribed to the text message service.
  - **Ported Mobile Phone Number** – [Gov/Court] may ask you to re-subscribe to this text message service if you change carriers but keep the mobile number you used to subscribe to [Gov/Court]'s text message service.

Unless described above, [Gov/Court] will not initiate text messages to you using the mobile phone number you use to subscribe to this text message service.

**Costs and Charges:** [Gov/Court] does not have a separate charge for this text message service; however, message and data rates may apply from your mobile phone carrier. Subject to the terms and conditions of your mobile phone carrier, you may receive text messages sent to your mobile phone. Participation in this text message service is standard rated (no premium content).

By providing your consent to participate in this text message service, you approve any such charges from your mobile phone carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance.

**Your Privacy:** [Gov/Court] is committed to building user trust and confidence by promoting and complying with the use of business practices that help protect the privacy of the consumer and their data. For more information you can view a copy of our privacy policy online at[url].

**[Gov/Court]'s Right to Terminate:** [Gov/Court] reserves the right to terminate this text message service, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays.

**OPTIONAL PROVISION: [Gov/Court]'s Right to Limit Key Word Requests:** Communicating with you is important to [Gov/Court]. To maintain accuracy in our responses to your key word requests, [Gov/Court] reserves the right to block key word requests we receive from you and to which our records show we have responded. If at any time you believe your key word requests have been blocked in error, please contact us at

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**United States Participating Carriers Include:**

ACS/Alaska, Alltel, AT&T, Bluegrass Mobile[Gov/Court]ular, Boost, Mobile[Gov/Court]com, Mobile[Gov/Court]one Nation, Mobile[Gov/Court]ular One of East Central Illinois, Mobile[Gov/Court]ular South, Centennial, Chariton Valley Mobile[Gov/Court]ular, Cincinnati Bell, Cox Communications, Cricket, EKN/Appalachian Wireless, Element Mobile, GCI, Golden State Mobile[Gov/Court]ular, Illinois Valley Mobile[Gov/Court]ular, Immix/Keystone Wireless, Inland Mobile[Gov/Court]ular, iWireless, Metro PCS, Nex-Tech Wireless, nTelos, Plateau Wireless, South Canaan, Sprint, T-Mobile, Thumb Mobile[Gov/Court]ular, United Wireless, US Mobile[Gov/Court]ular, Verizon Wireless, Viaero Wireless, Virgin, WCC. Additional carriers may be added.

**Canada Participating Carriers Include:**

Aliant Mobility, Bell Mobility, Fido, MTS, NorthernTel Mobility, Rogers Wireless, SaskTel Mobility, Télébec Mobilité, TELUS Mobility, Vidéotron, Virgin Mobile Canada, WIND Mobile. Additional carriers may be added.