

SMS Terms and Conditions

A Note on Confidentiality and Safety for Survivors

Waypoint Services is a victim services agency bound by federal confidentiality laws (VAWA, VOCA, and FVPSA) that protect the privacy of survivors of domestic violence, sexual assault, dating violence, and stalking. Please review the safety information in this document before opting in to text messaging, and talk with your advocate if you have questions about whether texting is safe for you.

SMS/MMS Consent and Terms

By providing your mobile phone number to Waypoint Services, you consent to receive periodic SMS or MMS messages from us. These messages may include important updates, information, and other communications related to our services.

Providing Your Telephone Number and Notification Obligations

You are confirming that you are the authorized subscriber or owner of the telephone number you provide. For your safety, we ask that you not provide a telephone number belonging to another person, including a family member, friend, or partner, for the purpose of receiving messages from Waypoint Services. If there are any changes to your contact information, including changes to your telephone number, you agree to notify us as soon as it is safe for you to do so, by sending an email to TextSupport@WaypointServices.org or informing your advocate.

Consent to Receive Automated Communications

By voluntarily providing your telephone number(s), you explicitly consent to receive recurring automated and not automated text messages from Waypoint Services regarding our services, programs, and your relationship with us. You acknowledge that consent to receive these messages is not a condition of receiving services from Waypoint Services. Standard message and data rates may apply. Your consent is informed, voluntary, and reasonably time-limited, and you may withdraw it at any time without affecting your ability to receive other Waypoint services.

Opt-Out Instructions

To unsubscribe from our SMS/MMS messages at any time, you can text STOP, END, CANCEL, UNSUBSCRIBE, or QUIT in response to any message you receive from us. Additionally, you can send an email to TextSupport@WaypointServices.org specifying that you wish to opt out of text messages. You agree to receive a final message confirming your opt-out. You may also ask your advocate to help you opt out at any time.

Assistance/Help

For help, text "HELP" to the number from which you're receiving messages or email TextSupport@WaypointServices.org.

Message Display and Caller ID

Messages from Waypoint Services may display our organization's name or number on your phone and in your call/text history. If you are concerned that this could be seen by someone else, please talk with your advocate about safer ways to communicate, such as using a generic contact name or a different phone number.

Carrier Participation

Participating carriers in the United States include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile, among others. Not all carriers may support our SMS/MMS service. T-Mobile is not liable for delayed or undelivered messages.

Data Collection and Use

In connection with this SMS service, we may collect your mobile phone number, carrier's name, and the date, time, and content of your messages among other information you provide. This information may be used to contact you and to deliver the services you have requested from us. We collect only the information reasonably necessary to provide this service, and we do not disclose this information to outside parties except as described in our SMS Privacy Policy and consistent with our confidentiality obligations under VAWA, VOCA, and FVPSA.

Service Modifications and Termination

By subscribing or using the service, you acknowledge our right to modify or discontinue the service, with or without notice, at any time. If this service becomes unavailable, we will work with you to identify an alternate, safe way to stay connected with your advocate.

Indemnification

You agree to indemnify Waypoint Services against any claims, including privacy, tort, or others, arising from failure to notify us of changes in your telephone number, or related to the Federal Telephone Consumer Protection Act or state law equivalents. You agree to defend and hold us harmless from any claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from such issues.

Participation Requirements

By participating in this Service, you affirm that you are at least eighteen (18) years of age, possess a wireless device capable of two-way messaging, are a customer of a participating wireless carrier, and have a text messaging service. Compatibility of cell phone models with the service, text messaging capabilities, and service availability may vary by carrier.

Miscellaneous

You warrant and represent that you possess all necessary rights, powers, and authority to agree to these terms and perform your obligations hereunder, and that doing so does not conflict with any other agreement to which you are bound. If any provision of these terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these terms shall otherwise remain in full force and effect.

For questions or concerns, please contact Waypoint Services at TextSupport@WaypointServices.org or by phone at 319-365-1458. While Waypoint Services does not charge for text messages you receive, your mobile provider's

standard rates for text and data may apply. Contact your wireless provider for information about your text and data plan.