

SMS SERVICE TERMS & CONDITIONS

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY USING THIS SERVICE YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU (A) USE THIS SERVICE OR ON BEHALF OF AN ORGANIZATION OR COMPANY OR (B) YOU ENROLL A PHONE NUMBER OWNED BY A THIRD-PARTY TO RECEIVE NOTIFICATIONS IN CONNECTION WITH THIS SERVICE, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY OR THE OWNER OF THE ENROLLED PHONE NUMBER TO THESE TERMS AND CONDITIONS.

General

These terms and conditions (these "**Terms**") apply to the Service, as described below. These Terms are subject to change by Metronet (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated" date referenced below. You should review these Terms prior to using the Service. Your continued use of the Service after the "Last Updated" date will constitute your acceptance of and agreement to such changes. You should also carefully review our [Privacy Policy](#) before using this Service.

1. **Description.** Metronet offers various alert notifications and access to certain customer specific information via SMS text messages ("**Service**") such as payment confirmations, appointment reminders, outage notifications, security codes, and usage details.

- a. **Enrollment.** Enrollment in this Service requires a customer to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. You may be asked to verify your mobile phone number before the service will start. This may require responding to a text message sent to your mobile phone confirming your enrollment in this Service.
- b. **Termination.** You may opt out of this Service at any time. To stop receiving text messages, (i) text STOP to the number from which you are receiving the text messages or (ii) update your enrollment selections in the customer portal located at metronet.com.
- c. **Help.** If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at (877) 407-3224.

2. **Authorization.** You authorize the delivery of text messages to each mobile phone number enrolled in this Service, under your account. Should one of those phone numbers change or no longer be associated with your account, then you must immediately update your notification settings in the customer portal located at metronet.com to ensure notifications are no longer sent to that phone number.

3. **Message Frequency.** Message frequency varies.

4. **Costs.** Metronet does not impose a separate charge for this Service; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges.

5. **Disclaimers.**

- a. This Service is offered on an "as-is" basis and: (i) may not be available in all areas at all times; and (b) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier.

- b. We may change or discontinue any of our text alert programs, including this Service, without notice or liability to you. Metronet and its related companies and each of their respective officers, directors and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from the Service or from technical failures or delays of any kind. We reserve the right to cease delivery of text alerts to any person at any time in our sole discretion.
- c. We are not liable for any delays or failures in the receipt of any text messages sent to or from you in connection with the Service. Delivery depends on effective transmission by your mobile carrier.
- d. Carriers are not liable for delayed or undelivered messages.

6. Warranties. WE DO NOT GUARANTEE THAT THE USE OF SMS TEXTING WILL MEET YOUR PERFORMANCE REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE USE OR RESULTS OF USE IN TERMS OF SECURITY, DATA PRIVACY, DATA LOSS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE WILL NOT CORRECT ANY ERRORS RELATED TO YOUR USE OF SMS TEXTING. YOU ASSUME ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF SMS TEXTING.

SMS TEXTING IS PROVIDED TO YOU "AS IS," AND TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENTS FROM METRONET OR ITS EMPLOYEES OR AGENTS MAY INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. IF THIS DISCLAIMER IS INVALID UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST INSTALL OR USE SMS TEXTING.

7. Limitation of Liability. IN NO EVENT SHALL WE OR OUR AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

8. Indemnification. You agree to defend, indemnify, and hold Metronet, and its affiliates, subsidiaries, joint venture, third-party service providers, and our respective employees, contractors, agents, officers, and directors harmless for all claims, expenses (including reasonable attorney's fees) and damages related to or caused in whole or in part by your failure to comply with these Terms, including, but not limited to, any failure to update your notification settings as required in Section 2.

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