

SMS Text Messaging Terms & Conditions

Please read these SMS/Text Messaging Terms & Conditions carefully. By completing the SMS/Text Messaging Opt-In Form, you expressly consent to receive non-marketing and marketing text messages from Missouri State Medical Association "MSMA", including text messages made with an Auto dialer, at the mobile phone number(s) you provide.

You may opt-out of these communications at any time by replying STOP to any text message from MSMA or by otherwise contacting MSMA as indicated below. You can receive help at any time by replying HELP to any text message from MSMA or by otherwise contacting MSMA as indicated below. Consent to receive non-marketing or marketing text messages is not required to purchase any products or services from MSMA. Messaging and data rates may apply. By completing the SMS text Messaging Opt-In Form, you also accept and agree to be bound by these SMS Text Messaging Terms & Conditions and any other applicable terms and agreements related to your use of MSMA services.

Program Description

MSMA offers its text messaging program whereby MSMA, and any applicable service providers, will text message you to provide you with information concerning your account activity with MSMA and other MSMA products, services, and promotions (all the foregoing the "MSMA Program"). MSMA and its service providers may, from time to time, use standard or an automatic telephone dialing system ("Auto dialer") to deliver text messages to you under the MSMA Program. You agree that you will not use the MSMA Program for any illegal or unlawful purposes. No coverage may be bound or amended via text message or the MSMA Program.

Message Frequency

Under the MSMA Program, the number of MSMA text messages that you receive may vary depending upon your account activity and your communication with MSMA.

Cost

MSMA does not impose a separate fee for sending MSMA text messages under the MSMA Program. However, standard message and data rates may apply to each text message sent or received in connection with the MSMA Program, as provided in your mobile telephone service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

Supported Carriers; Interruption

The MSMA Program should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. The MSMA Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the MSMA Program are available on all equipment/mobile devices, or through all wireless carriers. MSMA may, from time to time, in its discretion and without notice to you, limit the carriers that support the MSMA Program. Certain other carriers may not support the MSMA Program.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The MSMA Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of MSMA's control, and MSMA is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's equipment/wireless device relating to or resulting from participating in or using the MSMA Program. If the MSMA Program is not available within your intended location, you agree that your sole remedy is to cease using the MSMA Program.

How to Opt-In

To opt-in to receive text messages from MSMA under the MSMA Program, complete the SMS/Text Messaging Opt-In Form and submit it to MSMA. MSMA will then send you a text message asking you to confirm your enrollment in the MSMA Program.

How to Opt-Out

To STOP receiving text messages from MSMA, text STOP to the ten-digit long code from which the text messages are being sent. You will then receive confirmation of your opt-out of the MSMA text-messaging program. You may also opt out by providing written notice to the MSMA at P.O. Box 1028, Jefferson City, Missouri 65102 or by emailing at cwilliams@msma.org , or calling at 573-691-4510.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide or that you have the account holder's permission to enter the mobile telephone number(s) that you provide and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to date information with MSMA regarding your use of the MSMA Program, including, without limitation, notifying MSMA in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify MSMA in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify MSMA if you change your telephone number, or cease being the regular user of, including, but not limited to, all claims, expenses, damages, and costs related to or arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

Privacy

The Agency's Privacy Policy is available on our website at www.msma.org.

Support/Help

To request more information, text HELP to the ten-digit long code from which the text messages are being sent. You may also receive assistance by providing written notice to MSMA at P.O. Box 1028, Jefferson City, Missouri 65102, by emailing cwilliams@msma.org , or calling 573-691-4510.

Eligibility

To receive MSMA text messages or enroll in the MSMA Program, you must be a member of the Missouri State Medical Association, authorized to enroll the mobile phone number in the MSMA Program, and authorized to incur any mobile message or data charges incurred by participating.

Changes to this SMS/Text Messaging Terms & Conditions

MSMA may revise, modify, or amend these Missouri State Medical Association SMS/Text Messaging Terms & Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to MSMA website. You agree to review these MSMA SMS/Text Messaging Terms & Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Missouri State Medical Association text messages will indicate your acceptance of those changes.

Amendment; Termination of Text Messaging

Missouri State Medical Association may suspend or terminate your receipt of text messages if MSMA believes you are in breach of these MSMA SMS/Text Messaging Terms & Conditions. Your receipt of MSMA text messages is also subject to termination if your mobile telephone service terminates or lapses. MSMA reserves the right to modify or discontinue, temporarily or permanently, all or any part of MSMA text messages and the MSMA Program, for any reason, with or without notice to you.

Release: No Warranties; Limitation of Liability

By participating in the MSMA Program, you agree to release and hold harmless MSMA and its representatives, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, attorneys' fees, cost or expense whatsoever including without limitation, property damage, personal injury and death that may occur in connection with the MSMA, or your use thereof, and for any claims, matters, or disputes based on violation of law or infringement or violation of any rights of any person or entity, including, without limitation, violation of publicity rights, defamation, or invasion of privacy.

THE MSMA PROGRAM IS PROVIDED AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. MSMA DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES AND NON-INFRINGEMENT.

In no event shall MSMA be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the MSMA Program, or your use thereof, regardless of the theory of recovery, including, without limitation, direct, indirect, consequential, incidental, or special damages, lost profits, punitive damages, attorney's fees or any damages arising out of or resulting from a statutory or regulatory violation, negligence, gross negligence, strict liability, tortious conduct, willful misconduct or fraud, breach of contract, or breach of warranty. To the extent this damage waiver is contrary to applicable law, your or any third party's maximum recovery for any losses or damages whatsoever arising out of or resulting from the MSMA Program, or your use thereof, regardless of the theory of recovery, is \$10.00.

Arbitration/Class Action Waiver

ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND MSMA ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS, ANY TEXT MESSAGES BETWEEN YOU AND MSMA OR ANYONE ACTING ON YOUR OR MSMA'S BEHALF, OR THE MSMA PROGRAM, REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY, MUST BE RESOLVED SOLELY BY ARBITRATION CONDUCTED EXPEDITIOUSLY IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION CONSUMER ARBITRATION RULES ("AAA RULES") BY A SOLE ARBITRATOR SELECTED BY THE PARTIES TO THE DISPUTE FROM THE NATIONAL OR STATE OF MISSOURI PANEL OF ARBITRATORS. ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND MSMA INCLUDES, WITHOUT LIMITATION, ANY ACTUAL OR ALLEGED STATUTORY OR REGULATORY VIOLATION, EQUITABLE CLAIM, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, TORTIOUS CONDUCT, WILLFUL MISCONDUCT OR FRAUD, BREACH OF CONTRACT, BREACH OF WARRANTY, AS WELL AS ALL DISPUTES, MATTERS, OR CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE ARBITRATION/CLASS ACTION WAIVER PROVISION OR THE RELEASE: NO WARRANTIES; LIMITATION OF LIABILITY PROVISION.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes disputes, matters, or claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. THIS PROVISION MUST CONSTRUED IN ACCORDANCE WITH, AND THE ARBITRATION MUST BE GOVERNED BY, THE FEDERAL ARBITRATION ACT (9 U.S.C. § One et seq.). ANY JUDGMENT UPON THE DECISION RENDERED BY THE ANY COURT HAVING JURISDICTION MAY ENTER ARBITRATOR. UNLESS OTHERWISE REQUIRED BY LAW, THE ARBITRATOR IS PROHIBITED FROM AWARDED DAMAGES IN EXCESS OF THE LIMITATIONS SET FORTH IN THESE SMS/TEXT MESSAGING TERMS & CONDITIONS.

EITHER PARTY TO THIS AGREEMENT MAY COMMENCE ARBITRATION PROCEEDINGS BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE IN ACCORDANCE WITH THE AAA RULES. ANY ARBITRATION HEARING SHALL BE HELD IN THE STATE OF MISSOURI, UNLESS THE PARTIES TO THE DISPUTE AGREE OTHERWISE. ANY JUDGMENT RENDERED BY ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES, AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING ANY AAA RULES TO THE CONTRARY, THE AWARD OF THE ARBITRATOR MUST BE MADE NO LATER THAN THREE (3) MONTHS FOLLOWING THE DATE ON WHICH THE ARBITRATOR IS APPOINTED, UNLESS THE ISSUE IS THE SUBJECT OF LITIGATION BROUGHT BY A THIRD PARTY AND THE ARBITRATOR DEEMS IT APPROPRIATE TO DEFER ITS AWARD UNTIL THE LITIGATION IS RESOLVED.

The resolution of any claims, matters, or disputes must proceed solely on an individual basis without the right for any claims, matters, or disputes to proceed on a class action or collective basis or on bases involving claims, matters, or disputes brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims, matters, and disputes between you and MSMA alone. Claims, matters, or disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues, claims, matters, or disputes with anyone who is not a named party to the arbitration.

Attorney Fees

In the event of any claim, matter, or dispute between you and MSMA arising out of or relating in any way to these SMS/Text Messaging Terms & Conditions, any text messages between you and MSMA or anyone acting on your or MSMA's behalf, or the MSMA Program, MSMA, if it prevails, must be awarded all costs of bringing or defending the claim, matter, or dispute, including, without limitation, reasonable attorneys' fees and the ordinary costs and expenses incurred in resolving the claim, matter, or dispute, including, without limitation, all arbitration related fees and expenses.

Applicable Law

The law of the State of Missouri including its statutes of limitations and without reference to any conflict of laws principles, shall be applied to any claim, matter, or dispute between the parties or when governing, constraining, or enforcing these SMS/Text Messaging Terms & Conditions, the MSMA Program, or any text messages between you and MSMA or anyone acting on your or MSMA's behalf, or any of the rights, duties, or obligations of the parties arising from or relating in any way to the subject matter of these Terms & Conditions.

Contact Us

If you have questions regarding these SMS/Text Messaging Terms & Conditions, you may reach us by calling 573-691-4510, by mail at P.O. Box 1028, Jefferson City, MO 65102, or by email at cwilliams@msma.org.