## **SMS Terms and Conditions**

## Last Updated: 3/14/2025

By subscribing to or interacting with our SMS service, you agree to the following terms and conditions. Please read them carefully.

**1. Agreement to Receive SMS Messages** By opting into our SMS service, you consent to receive text messages from Winnebago Liquid Waste at the mobile phone number you provided. These messages may include promotional content, updates, account information, and other notifications related to our services.

You may receive messages via an automated system or other means, and message frequency may vary based on your interactions with our services.

**2. Consent is Not a Condition of Purchase** Consent to receive SMS messages is not required as a condition of purchasing any goods or services from us. Opting into our SMS service is voluntary, and you are free to decline.

**3. Message Frequency and Content** By subscribing to our SMS service, you acknowledge that:

- You may receive up to 5 messages per month.
- The content of messages may include promotions, alerts, reminders, updates, and other related content.

Message frequency may vary based on our business needs and the services you have requested.

**4. Opt-Out Process** You have the right to opt out of receiving SMS messages at any time. To stop receiving text messages, reply "STOP" to any message you receive from us. You will receive a confirmation message indicating that you have been unsubscribed from our SMS service. After opting out, you will no longer receive further messages, except for transactional or service-related messages required for account purposes.

Standard message and data rates may apply, as determined by your mobile carrier.

**5. Charges and Fees** You are responsible for any charges or fees associated with your receipt of SMS messages, including any applicable standard message or data rates imposed by your mobile carrier.

**6. Privacy and Data Usage** Your personal information, including your mobile phone number, will be treated in accordance with our Privacy Policy [insert link to your Privacy

Policy]. We do not sell, rent, or share your personal information with third parties for their marketing purposes without your consent.

We may use third-party service providers to send SMS messages on our behalf, but these providers are only authorized to use your information for the purpose of delivering the messages and are prohibited from using it for any other reason.

**7. Message Content and Delivery** We are not responsible for any technical issues that may affect the delivery of SMS messages to your device, including but not limited to issues caused by your mobile carrier, the failure of your device, or any other factors beyond our control. Message delivery may be delayed or fail due to factors outside of our control.

**8. Limitation of Liability** To the maximum extent permitted by applicable law, Winnebago Liquid Waste is not liable for any damages, losses, or expenses related to the SMS service, including but not limited to lost messages, delayed messages, or any errors or interruptions in the SMS service.

**9. Changes to Terms** We may update these SMS Terms and Conditions at any time. Any changes will be posted on this page, and the "Last Updated" date will be updated accordingly. It is your responsibility to review these terms periodically for any updates. Continued use of the SMS service after any changes to these terms constitutes your acceptance of the updated terms.

**10. Governing Law** These Terms and Conditions are governed by the laws of the state of Wisconsin, without regard to its conflict of law principles. Any disputes arising from these terms will be resolved in the appropriate courts in Winnebago County.

**11. Contact Information** If you have any questions or concerns regarding these Terms and Conditions or wish to exercise your rights related to our SMS service, please contact us at:

Winnebago Liquid Waste (920) 235-7580 office@winnebagoliquidwaste.com https://www.winnebagoliquidwaste.com