

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 text messages from Deer View Condominium Association (“AGENCY”), 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 AGENCY or by otherwise contacting AGENCY as indicated below. You can receive help at any time by replying HELP to any text message from AGENCY or by otherwise contacting AGENCY as indicated below. Consent to receive non-marketing or marketing text messages is not required to purchase any products or services from AGENCY. 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 AGENCY services.

Program Description

AGENCY offers its text messaging program whereby AGENCY, and any applicable service providers, will text message you to provide you with information concerning your account activity with AGENCY and other AGENCY products, services, and promotions (all of the foregoing the “AGENCY Program”). AGENCY 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 AGENCY Program. You agree that you will not use the AGENCY Program for any illegal or unlawful purposes. No coverage may be bound or amended via text message or the AGENCY Program.

Message Frequency

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

Cost

AGENCY does not impose a separate fee for sending AGENCY text messages under the AGENCY Program. However, standard message and data rates may apply to each text message sent or received in connection with the AGENCY 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 AGENCY 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 AGENCY Program may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the AGENCY Program are available on all equipment/mobile devices, or through all wireless carriers. AGENCY may, from time to time, in its discretion and without notice to you, limit the carriers that support the AGENCY Program. Certain other carriers may not support the AGENCY Program.

Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. The AGENCY Program is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of AGENCY's control, and AGENCY 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 AGENCY Program. If the AGENCY Program is not available within your intended location, you agree that your sole remedy is to cease using the AGENCY Program.

How to Opt-In

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

How to Opt-Out

To stop receiving text messages from AGENCY, 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 AGENCY text messaging program. You may also opt out by providing written notice to AGENCY at Deer View Condominium Association, 1925 E Oakton St, Des Plaines, IL 60018, calling AGENCY at 773-798-2143.

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 AGENCY regarding your use of the AGENCY Program, including, without limitation, notifying AGENCY in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify AGENCY 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 AGENCY 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

AGENCY's privacy policy may be accessed at the following link:

<https://www.facebook.com/share/p/1DKn8C39gz/>

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 help by providing written notice to AGENCY at Deer View Condominium Association, 1925 E Oakton St, Des Plaines, IL 60018, by calling AGENCY at 773-798-2143.

Eligibility

To receive AGENCY text messages or enroll in the AGENCY Program, you must be a resident of the United States, eighteen (18) years of age or older, authorized to enroll the mobile phone number in the AGENCY Program, and authorized to incur any mobile message or data charges incurred by participating. AGENCY reserves the right to require you to prove the foregoing to participate in the AGENCY Program.

Changes to These SMS/Text Messaging Terms & Conditions

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

Amendment; Termination of Text Messaging

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

Release; No Warranties; Limitation of Liability

By participating in the AGENCY Program, you agree to release and hold harmless AGENCY and its representatives, agents, successors, assigns, 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 AGENCY, 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 AGENCY PROGRAM IS PROVIDED AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OR TRADE. AGENCY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

In no event shall AGENCY be liable to you, or to any third party, for any losses or damages whatsoever arising out of or resulting from the AGENCY 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 AGENCY 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 AGENCY ARISING OUT OF OR RELATING IN ANY WAY TO THESE SMS/TEXT MESSAGING TERMS & CONDITIONS, ANY TEXT MESSAGES BETWEEN YOU AND AGENCY OR ANYONE ACTING ON YOUR OR AGENCY'S BEHALF, OR THE AGENCY 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 LOCAL PANEL OF ARBITRATORS. ALL DISPUTES, MATTERS, OR CLAIMS BETWEEN YOU AND AGENCY 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. § 1 *et seq.*). ANY JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING JURISDICTION. 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.

ARBITRATION PROCEEDINGS MAY BE COMMENCED BY EITHER PARTY TO THIS AGREEMENT BY DELIVERING TO THE OTHER PARTY A WRITTEN NOTICE IN ACCORDANCE WITH THE AAA RULES. 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 AGENCY 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 AGENCY arising out of or relating in any way to these SMS/Text Messaging Terms & Conditions, any text messages between you and agency or anyone acting on your or AGENCY's behalf, or the AGENCY Program, AGENCY, 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 Iowa, 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, construing, or enforcing these SMS/Text Messaging Terms & Conditions, the AGENCY Program, or any text messages between you and AGENCY or anyone acting on your or AGENCY'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 773-798-2143 or mail to Deer View Condominium Association
1925 E Oakton St, Des Plaines, IL 60018.
DeerViewAssociation@gmail.com

By submitting this form and signing up for texts, you consent to receive community and leasing updates via text messages from Deer View Association at the number provided below. Msg & data rates may apply. Msg frequency varies. Unsubscribe at any time by replying STOP. Reply HELP for help.

YES NO

I, _____, accept above terms and conditions. I understand that all contact
print your name
will be made to my mobile phone number, _____, via text message.
your mobile tel #

signature

10DLC Privacy Policy

Introduction

At the DeerView Condominium Association ("we," "our," "us"), we prioritize client confidentiality and privacy. This Privacy Policy explains how we collect, use, disclose, and protect your information concerning SMS (Short Message Service) messaging through 10DLC to enable effective communication between administrative staff and our clients.

1. Information We Collect

When you opt-in to receive SMS messages from us, we may collect your contact information.

a. Owner / Tenant Information:

Relevant details necessary for effective communication regarding you and your property.

b. Message Data Rates:

Please check with your service provider about your standard message data rates that may apply. The content of SMS messages sent and received. Interaction data related to SMS messages

2. How We Use Your Information

We use the collected information strictly for building management and communication purposes, specifically for:

a. Communication:

Providing updates and essential information via SMS, responding to client inquiries and delivering necessary legal support

b. Service Improvement:

Improving communication methods to better serve clients

c. Legal Compliance:

Complying with applicable laws and regulations and responding to lawful requests and legal processes.

3. Sharing Your Information

We will not share, sell, or disclose your information to third parties except:

a. Service Providers: We may share your information with trusted third-party service providers that assist us in operating our SMS services. These parties are required to maintain the confidentiality and security of your information.

b. Legal Requirements: We may disclose your information if required by law or in response to a legal request, such as a subpoena, court order, or government demand.

4. Security of Your Information

We take reasonable measures to protect your information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

5. Your Rights and Choices

You have the right to:

a. Opt-Out: You can opt out of receiving SMS messages from us by replying "STOP" to any message or contacting us at DeerViewAssociation@gmail.com

b. Access and Correction: You can request access to or correction of your personal information by contacting us at DeerViewAssociation@gmail.com

6. Changes to This Policy

We may update this Privacy Policy from time to time. Any changes will be effective when we post the revised policy on our website. We encourage you to review this Privacy Policy periodically.

7. Contact Us

If you have any questions or concerns about this Privacy Policy or our privacy practices, please contact us at:

DeerView Condo Association

1925 E Oakton St,

Des Plaines, IL 60018

DeerViewAssociation@gmail.com

773-798-2143