

SMS Terms and Conditions

FEI Text Service - SMS Terms and Conditions

The following terms and conditions ("SMS Terms") apply to text message programs offered by Florida Education Institute ("FEI") and its subsidiaries and affiliates. By enrolling in an FEI text message program, you agree to the [FEI Privacy Policy](#) and website terms and conditions, which are incorporated by reference.

Program Description. FEI offers texting through which FEI sends periodic autodialed marketing and non-marketing text messages. You will only receive these marketing messages if you have opted into receive texts from FEI. By enrolling in text messages, you agree to receive periodic recurring autodialed marketing messages at the mobile number that you provided to FEI at the time of opt-in. You are not required to enroll in text messages as a condition of purchasing services. Although the FEI Text Service is free, message and data rates may apply. You should check with your wireless carrier if you have questions about your plan and its coverage.

Opt-Out. Each texting program offered by FEI is a separate program that utilizes its own phone number or short code. Opting out of one program by texting STOP will not opt you out of other programs that use different phone numbers. If you wish to unenroll from multiple programs, please email services@fei.edu.

For any program operated from a different number, text STOP to that number to opt out. After texting STOP, you may receive an additional message confirming that your request has been processed and may offer a mechanism to resubscribe.

After you opt-out, you may still receive informational and/or emergency alert texts from FEI.

Your Wireless Number and Indemnification. By participating in FEI texting programs, you represent that you are the account holder for the mobile telephone number you provided and that you are a United States resident 18 years of age or older. If your phone number changes, you must notify FEI immediately at 305-263-9990.

You agree to indemnify FEI for all claims, expenses and damages related to or caused in whole or in part by your failure to notify FEI immediately of a change in your telephone number.

Warranty Disclaimer. The FEI texting programs, and all information conveyed, is provided on an "as-is" and "as available" basis. To the fullest extent permitted under applicable law, FEI disclaims all warranties, whether express or implied, including without limitation, any warranties of title, merchantability, non-infringement and fitness for a particular purpose and all warranties regarding security, currency, correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability. FEI does not guarantee the successful delivery of text messages by your wireless provider. FEI and the mobile carriers (for example, A&TT) are not liable for delayed or undelivered messages. FEI will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or misdirected delivery of a text message; (b) inaccurate or incomplete content in a text message; or (c) use or reliance on the content of any text message for any purpose.

Under no circumstances will FEI be liable for any direct or indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with use of text messaging whether or not FEI has been advised of the possibility of such damages.

Class Action Waiver and Jury Waiver. You and FEI each agree that any proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding. If a claim proceeds in court, you and FEI each waive any right to a jury trial.

Governing Law. Any dispute arising from these Terms or your access to or participation in the Text Service will be governed by and construed and enforced in accordance with the laws of Florida, without regard to conflict of law rules or principles.

- **Modification.** FEI may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to FEI's website. You agree to review these SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive FEI text messages will indicate your acceptance of those changes.