

# Wayspring SMS Texting Terms and Conditions



These SMS Texting Terms and Conditions are applicable to individuals who have subscribed and expressly consented to receive text messages from Wayspring or their affiliates, subsidiaries, employees or agents. These individuals have granted Wayspring express permission to send text messages to the enrolled mobile phone number(s) through their wireless phone carrier unless and until such permission is revoked in accordance with these Terms and Conditions.

Text messages will vary in frequency, by texting program. As part of enrollment in an Wayspring texting program, an individual may [contact](#) Wayspring for assistance or to request an additional text message that will include relevant contact information by replying "HELP" to the text message received. Additionally, an individual may opt-out of an Wayspring texting program by replying "STOP" from their mobile phone. The individual will receive one final confirmation text message from Wayspring stating that they will no longer receive text messages from that code.

Wayspring offers these text message programs to provide information or resources on topics including, but not limited to the following:

- Periodic check-ins as peer support
- Coordination on scheduling and logistics
- Providing information and access to relevant community resources

Age restrictions apply to texting programs. In order to participate, individuals must be 18 years of age or older and own and control the mobile phone number provided to us. Individuals under the age of 18 years of age must unsubscribe from the texting program.

Individuals must immediately notify Wayspring if their mobile phone number changes. Wayspring is not liable for any communication or transmission of information via text which occurs as a result of a change to a mobile phone number that is not reported. Using password-protected mobile devices and enabling encryption, if available, is recommended.

Individuals enrolled in Wayspring services who do not consent to receive text messages are not required to agree to the receipt of text messages in order to receive service from Wayspring. Wayspring is committed to building member trust and confidence by promoting and complying with the use of business practices that help protect the privacy and the security of the member and their data.

UNDER NO CIRCUMSTANCES WILL WAYSRING BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF, OR IN CONNECTION WITH USE OF THE TEXTING PROGRAM(S), WHETHER OR NOT WAYSRING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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If individuals are dissatisfied with the texting program or with these Terms and Conditions, their sole and exclusive remedy is to discontinue enrollment in the specific texting program. Individuals who participate in the texting programs offered by Wayspring do so at their own risk.

Wayspring does not guarantee the successful delivery of text messages. Messages sent via text may not be delivered if the mobile phone number is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including the customer's equipment, terrain, and proximity to buildings, foliage, and weather. Wayspring 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 contents of any text message for any purposes.

Messaging and Data rates may be charged by mobile service providers. Content may not be available via all carriers. Participating carriers may include, but are not limited to: Associated Carrier Group (ACG), AT&T Mobility, Boost, ClearSky(RCG), Google Voice, Interop, Open Mobile Puerto Rico, Peerless Network, Sprint Corporation, T-Mobile & MetroPCS, Truphone Limited, US Cellular, Verizon Wireless, and Virgin Mobile.

These Terms and Conditions are governed exclusively by the laws of the State of Delaware, without reference to its rules regarding choice of law.

Review our [Privacy](#) & Legal information.

Last Revision Date – 06.28.21