SMS Messaging Terms & Conditions

ACHIEVE/125 Cutler Pond Rd, Binghamton NY 13905

General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from ACHIEVE. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with ACHIEVE. ACHIEVE reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of outbound messages. ACHIEVE also reserves the right to change the short code or phone number where messages are sent.

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Your wireless provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

Carriers

Carriers are not liable for delayed or undelivered messages.

Cancellation

You can cancel any time by texting "STOP". After you send the SMS message "STOP", we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from ACHIEVE again, just sign up as you did the first time and ACHIEVE will start sending messages to you again.

Info

Text "HELP" at any time and we will respond with instructions on how to unsubscribe. For support regarding our services, email us at itdept@achieveny.org.

Transfer of Number

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your old number at [EMAIL ADDRESS]. The duty to inform us based on the above events is a condition of using this service to receive messages.

Privacy

If you have any questions about your data or our privacy practices, please visit our [PRIVACY POLICY LINK].

Messaging Terms Changes

We reserve the right to change or terminate our messaging program at any time. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes.

Website Terms of Use

- 1. Acceptance of Terms By accessing and using this website, you accept and agree to be bound by the terms and provisions of this agreement. If you do not agree to abide by the above, please do not use this service.
- 2. Use of the Site You agree to use the site only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the site. Prohibited behavior includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content, or disrupting the normal flow of dialogue within the site.
- 3. Intellectual Property All content included on this site, such as text, graphics, logos, images, and software, is the property of ACHIEVE or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of ACHIEVE, with copyright authorship for this collection by ACHIEVE, and protected by international copyright laws.
- 4. Limitation of Liability The materials on this site are provided "as is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose. In no event shall ACHIEVE or its agents or officers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the materials, even if ACHIEVE has been advised of the possibility of such damages.
- 5. Changes to the Terms ACHIEVE reserves the right to change these terms at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.
- 6. Governing Law These terms and conditions are governed by and construed in accordance with the laws of Broome/NY, and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location