

FSA Terms and Conditions

Email

By joining the FSA and entering a valid email address, you agree (unless you check the Opt out box), to have the FSA email you from time to time regarding important FSA information, events or membership reminders or opportunities. We do not sell or share our database. We use a third party software solution for managing members called membershipworks.com You may receive an email from that domain on our behalf regarding your membership.

SMS Terms and Conditions

Please read these terms and conditions carefully. By checking the box to sign up for one or more text messaging programs AND by joining the FSA, you expressly consent to receive non-marketing and marketing text messages from the Flathead Snowmobile Association (“Company”) and others texting on its behalf, including text messages made with an autodialer, at the telephone number(s) that you provide. You may opt-out of these communications at any time, and consent to receive marketing text messages is not required to purchase any goods or services or remain a member.

You also accept and agree to be bound by these SMS Terms and Conditions and our by-laws.

Program Description

Company and its service providers may use an automatic telephone dialing system or automatic text/SMS messaging service (“autodialer”) to deliver Company text messages to you. Company text messages are intended to provide you with information about upcoming events, opportunities to take civic action with non-profits, and to donate funds to non-profits.

Message Frequency

The number of Company text messages that you receive will vary depending on how many of Company’s text messaging programs for which you sign up to receive messages. You will receive a maximum of ten messages per week per Company text messaging program. Company brands generally have separate text messaging programs.

Cost

Message and data rates may apply to each text message sent or received in connection with Company text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. Company does not impose a separate fee for sending Company text messages.

Supported Carriers

Carriers are not liable for delayed or undelivered messages. Supported carriers may change from time to time, but currently include AT&T, T-Mobile, Verizon Wireless, Sprint, Nextel, Boost, Alltel, US Cellular, Metro PCS, and Cellular One, among others.

How to Opt-In

FSA Terms and Conditions

To opt-in to receive text messages from a Company text messaging program(s), please follow the instructions provided by the specific page where you are signing up, registering for an event, donating to an organization, or any other Company tool where you are asked to opt in to receiving SMS messages.

How to Opt-Out

To stop receiving text messages from a specific Company text messaging program, **text CANCEL to the five digit short code for the text messaging program from which you no longer wish to receive message** (i.e., the five digit number from which its text messages are being sent). You will then receive confirmation of your opt-out of that text messaging program. This will only opt you out of the specific text messaging program associated with that five digit short code. You will remain opted in to other Company text messaging programs.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you provide. You are responsible for notifying Company immediately if you change your mobile telephone number. You may notify Company of a number change to members@flatheadsnowmobiler.com.

You agree to indemnify Company in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify Company if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Privacy

Your privacy is important to us. If you wish to ever be removed from our contact databases, simply send an email to members@flatheadsnowmobiler.com.

Access or Delivery to Mobile Network is Not Guaranteed.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Company's control, and Company is not responsible or liable for issues arising from them.

Eligibility

To receive Company text messages, you must be a resident of the United States and 18 years of age or older. Company reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

Company 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 Company'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 Company text messages will indicate your acceptance of those changes.

Termination of Text Messaging

FSA Terms and Conditions

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

Communications and Consent to Electronic Notices

You may communicate with Company via postal mail, telephone, and our website. Company may issue notices via these various channels, including by sending e-mail to an address you provide. You agree that such notices shall have legal effect.

You also agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. If you do not agree, do not use Company products or services.

You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, Company will provide you with paper copies upon request. You may make such a request via [any of the channels listed above]. If you withdraw your consent, Company reserves the right to terminate your use of Company's products or services.

Contact Us

If you have questions regarding these SMS Terms and Conditions, please reach out to us at members@flatheadsnowmobiler.com.