



## Notifications Terms & Conditions

The PropertyBoss Solutions Notifications program ("Program") allows residents, property owners, and affiliates to sign up for text notifications from their Property Management Company.

### Enrollment

Log into a Resident or Owner web portal provided by your Property Management Company and select **Notifications** to select **Notification Preferences**. Enter a valid telephone number that can receive text messages and confirm enrollment. A confirmation message from your Property Management Company is immediately sent to your mobile device that states "You have opted in to receive text messages. Reply STOP to cancel, START to resume. Message & Data Rates May Apply."

### Opt-Out

If you have opted in to receive text messages, you can opt out at any time. Log into a Resident or Owner web portal and select **Notifications** to select **Notification Preferences** OR reply **STOP** to any text message received OR contact your Property Management Company.

### Help Information

Text **HELP** to reply to any text message received OR contact your Property Management Company.

### Privacy Policy

PropertyBoss Solutions is the Data Processor or Service Provider, so the privacy policy of your Property Management Company applies to text notifications.

### Terms of Use

If you consent to receive text messages, it is your responsibility to determine if your mobile service provider supports text messaging, and if your service plan includes text messaging. Receipt of text messages are subject to the terms and conditions of your service agreement(s) with your mobile service provider. You are responsible for any fees of any kind whatsoever imposed by your mobile service provider. You acknowledge that messages sent by your Property Management Company are NOT encrypted and may include information pertaining to your lease, property, or company. PropertyBoss Solutions reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the Program or to suspend the Program for scheduled or unscheduled maintenance, upgrades, improvements or corrections. PropertyBoss Solutions may discontinue or suspend the Program at any time without prior notice to you, subject to applicable law.

## **Disclaimer of Warranty and Limitation of Liability**

The Program is provided as a convenience to you for information purposes only and on an "AS IS," and "AS AVAILABLE" basis. PropertyBoss Solutions does not warrant the information provided herein or your use of the Program generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. PropertyBoss Solutions will not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via a text message. PropertyBoss Solutions cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither PropertyBoss Solutions, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the Program, or resulting from the act or omission of any other party involved in providing notifications, or from any other cause relating to your access to, inability to access, or use of the Program, whether or not the circumstances giving rise to such cause may have been within the control of PropertyBoss Solutions or of any vendor providing software or services. In no event will PropertyBoss Solutions or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if PropertyBoss Solutions or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems unauthorized access, theft, operator errors, strikes or other labor problems or any *force majeure*. PropertyBoss Solutions cannot and does not guarantee continuous, uninterrupted or secure text messaging service.