Terms of Service for Short Message Service Programs

Richmond Utilities District

**Effective Date**: 4/22/2025

These terms and conditions (“Terms”) refer to your use of any of Richmond Utilities District (“RUD”) Short Message Service (“SMS”) programs through your mobile device carrier.

**SMS Message Service**

By following the opt-in instructions given below, you expressly consent to receive non-marketing SMS messages from RUD, including SMS messages generated by an autodialer, to the number you provided. You may opt-out of these communications at any time by following the instructions below.

By opting-in, you consent to receive SMS text messages from RUD for notifications about your RUD account, account services, and general two-way communication. You provide consent even if your mobile device number is on any Do Not Call (or similar) list. Message frequency will vary. Message & Data rates may apply.

**Message Fees and Data Rates**

RUD does not impose a fee for participating in the SMS service; however, standard message and data rates may apply from your mobile device service provider. You are responsible for any fees imposed by your mobile device service provider.

**Message Frequency**

The number of SMS messages you receive per month will vary depending on the programs you choose to participate in and account services you sign up to receive. For each RUD SMS service program that you opt into, expect to receive three (3) SMS per month, using an auto dialer. Additional messaging may occur in the event of an emergency.

**Opt-In Instructions**

Enroll in any of the RUD SMS service programs by providing your mobile device phone number in the preferences section of the RUD’s customer engagement platform. Text “START” to the reply to start receiving notifications from your mobile device. By opting in, you confirm that you are the owner or authorized user of the phone number provided and that you are at least 18 years old. By opting-in for any of the RUD SMS service programs; you agree to these Terms.

**Opt-Out Instructions**

Opt-out at any time by texting “STOP” to any RUD message. Following your request to unsubscribe, you consent to receiving a final text message from RUD. This final message will confirm your decision to opt out of receiving further SMS messages from RUD. After this confirmation message, RUD will no longer send you SMS messages unless you subsequently opt-in to the SMS service.

**How to Request Help**

For help and for additional information, contact the RUD Office by phone at 207-737-4721 or via email at office@richmondutilities.org.

**Privacy Policy**

Your information will be handled in accordance with RUD’s Privacy Policy, which can be viewed at <https://richmondutilities.org/privacy-policy>. By opting-in for any of the RUD SMS service programs, you agree to the Privacy Policy as it pertains to your use of the SMS service.

**Changes to Terms and Conditions**

RUD may revise, modify, or amend these Terms at any time without notice. Any such revision, modification, or amendment shall take effect when RUD posts the updated Terms to the RUD website. You agree to review these Terms periodically to ensure you are aware of any changes. You accept such changes through your continued consent to receive RUD SMS messages.

**No Interrupted Service**

RUD reserves the right, in RUD’s sole discretion, without any obligation, and without any notice or requirement to change, improve, or correct SMS messages and to suspend SMS messages for scheduled or unscheduled maintenance, upgrades, improvements, or corrections. RUD does not and cannot guarantee continuous or uninterrupted SMS message services.

**Termination of SMS Messaging Service**

RUD may suspend or terminate your participation in RUD’s SMS service programs if RUD believes you are in breach of these Terms. RUD reserves the right to modify or discontinue, temporarily or permanently, all or any part of RUD SMS programs, at any time with or without notice.

**Representation and Notice of Change**

You represent that you are the account holder or authorized user for the mobile device phone number that you use to opt-in to a RUD SMS service program. You are responsible for notifying RUD promptly if you change or discontinue your phone number through the customer engagement platform or by emailing office@richmondutilities.org.

**Indemnification**

To the fullest extent permitted by law, you agree to indemnify RUD and its successors from and against all claims, expenses, and damages, whether directly incurred or from a third party, caused in whole or in part by your failure to notify us if you change or discontinue your phone number or by your opt-in to a RUD SMS service program using a mobile device number for which you are not the account holder or authorized user. This indemnity includes all claims, expenses, and damages arising under the Telephone Consumer Protection Act.

**Liability**

RUD is not responsible for any charges, errors, or delays in SMS delivery caused by your carrier or third-party service providers.