

## SMS Terms of Service

BY SIGNING UP FOR OUR TEXT (SMS) NOTIFICATIONS ("SMS SERVICES"), YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF OUR SMS SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING SMS TERMS AND CONDITIONS ("SMS TERMS"), INCLUDING [OUR PRIVACY POLICY](#).

The Board of Education Retirement System of the City of New York ("BERS," "we," "us" or "our") and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. Your use of the SMS Service constitutes your agreement to these SMS Terms. We may modify or cancel the SMS Service or any of its features without notice. We may also modify these SMS Terms at any time and your continued use of the SMS Service following the effective date of any such changes shall constitute your acceptance of such changes.

We do not charge for the SMS Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

Text messages may be sent using an automatic telephone dialing system or other technology. Your consent to receive autodialed marketing text messages is not required as a condition of receiving any services. If you have opted in, the SMS Service provides updates, alerts, and other information from BERS via text messages through your wireless provider to the mobile number you provided. Message frequency is recurring. You may opt out of receiving text messages from BERS at any time by replying "STOP" from the mobile device receiving the messages. You may continue to receive text messages for a short period while we process your request, and you will also receive a one-time text message confirming receipt of your request. For SMS Service support or assistance, reply "HELP." Please note that the SMS Service is not monitored. If you would like to send a message to BERS, please email [brespon@bers.nyc.gov](mailto:brespon@bers.nyc.gov) or call (929) 935-3800.

We may change any short code or telephone number we use to operate the SMS Service at any time. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the SMS Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you change your mobile phone number, you agree to opt out of the SMS Service prior to changing your mobile number. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the SMS Service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the SMS Service, any errors in such information, and/or any action you may or may not take in reliance on the information or SMS Service.

These SMS Terms of Service shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law rules.