

CommandCare Short Message Service (SMS) Terms and Conditions

CommandCare LLC ("CommandCare") offers a recurring, subscription text message service. To enroll, text CARE to 67088. You will have an opportunity to confirm or decline the service by replying to the confirmation text message from CommandCare 67088. If you reply "YES" to the confirmation message from 67088, your text message subscription will be confirmed. You will receive approximately four (4) messages per month.

Messages and Information

CommandCare will send you information including, but not limited to, (i) information about holiday hours; and (ii) reminder notifications related to employment.

Message and Data Rates

CommandCare does not have a separate charge for this service; however, **message and data rates may apply** from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone. Participation in the program on this short code is standard rated (no premium content).

By providing your consent to participate in this program, you approve any such charges from your mobile carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance. You can text message the CommandCare short code of 67088 with the keyword CARE to receive these services. CommandCare reserves the right to terminate this SMS service, in whole or in part, at any time and without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive. CommandCare shall not be responsible for any charges related to use of this service.

Help

If you have any questions or need help, text HELP to 67088, call 800-912-5160, or email info@commandcare.com.

Opt-Outs

To stop receiving text messages from CommandCare, text STOP, END, QUIT, CANCEL, UNSUBSCRIBE, OR REMOVE to 67088. By enrolling in this subscription program, you consent that following such a request to unsubscribe, you will receive one (1) final message from CommandCare confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you reactivate your subscription.

Privacy Policy

To view the CommandCare privacy policy, see <http://commandcare.com/privacy.htm>.

Use of Automatic Dialing System

CommandCare may use an automatic dialing system to deliver text messages to you. Federal regulations define an "automatic telephone dialing system" or auto dialer as equipment that has the capacity to store or produce telephone numbers to be called and to call such numbers. By your subscription, you give your consent to CommandCare to use an automatic dialing system to deliver text messages to the telephone or cell phone number to which you have directed CommandCare to transmit these text messages.

Compatible Carriers

Compatible carriers include but are not limited to: Alltel, AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, Nextel, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross/Sprocket, Duet IP (AKA Max/Benton/Albany), Element Mobile, Epic Touch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless/PC Management), Inland Cellular, iWireless, Mobi PCS, Mosaic, MTPCS/Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - South Central Comm, Rina - Syringa, Rina - UBET, Rina - Manti, Simmetry, South Canaan/CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Aliant Mobility, Bell Mobility, Fido, MTS Mobility, NorthernTel Mobility, Rogers Wireless, SaskTel Mobility, Télébec Mobilité, TELUS Mobility, Vidéotron, Virgin Mobile Canada, and WIND Mobile.

Carrier Disclaimer

T-Mobile is not liable for delayed or undelivered messages.

Contact Information:

CommandCare
Phone: 800-912-5160
Email: info@commandcare.com

Amendment

CommandCare may amend these Terms and Conditions at any time, without prior notice. If we choose to do so, then the effective date of the change will be identified above the title of this document as the "Last Modified" date. You will be deemed to have agreed to any such modifications by your continued use of this site on or after the "Last Modified" date. We encourage you to review these Terms and Conditions as often as necessary to remain aware of its current contents.

Disclaimer

THIS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." COMMANDCARE HEREBY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

EXCEPT AS REQUIRED BY LAW, COMMANDCARE AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SUCCESSORS, ASSIGNS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AND THEIR RESPECTIVE EXECUTORS, ADMINISTRATORS, HEIRS, AND ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICE WHETHER OR NOT COMMANDCARE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, CommandCare shall not be liable for any time lags, delays, or undelivered SMS messages, as such delivery is within the sole control of your mobile carrier.

If you are dissatisfied with this service or these Terms and Conditions, your sole and exclusive remedy is to opt-out. By opting-in, you acknowledge that your use of the service is at your sole risk.

Indemnity

You agree to indemnify and hold harmless CommandCare and its affiliates, and their respective directors, officers, successors, assigns, employees, agents, and representatives, and their respective executors, administrators, heirs, and assigns from any and all liabilities, claims, losses, damages, penalties, costs or expenses of any kind, including reasonable attorneys' fees, arising out of or resulting from (i) your use of the service; (ii) any information provided by you to us in connection with this service; (iii) your violation of these Terms and Conditions; or (iv) your violation of any applicable laws or regulations in connection with use of this service.

Assignment

You are prohibited from assigning any of your rights or obligations under these Terms and Conditions to any other person or entity, in whole or in part, without the prior written consent of CommandCare. Any attempt to do shall be deemed null and void.

Governing Law

All matters relating to this service and these Terms and Conditions and any dispute or claim arising therefrom shall be governed by the laws of the State of New Jersey, without giving effect to any conflict of laws provisions. Any litigation arising out of your use of the service or these Terms and Conditions shall be commenced and prosecuted exclusively in a state or federal court located in the State of New Jersey, and by opting-in, you consent to jurisdiction and expressly waive any objections to venue in such courts.