

SMS Terms and Conditions

1. Introduction

Happy Plants Private Gardening and Design LLC may disclose Personal Data and other information as follows:

- **Third Parties that Help Provide the Messaging Service:** We will not share your opt-in to an SMS short code campaign with a third party for purposes unrelated to supporting you in connection with that campaign. We may share your Personal Data with third parties that help us provide the messaging service, including, but not limited to, platform providers, phone companies, and other vendors who assist us in the delivery of text messages.
- **Additional Disclosures: – Affiliates:** We may disclose the Personal Data to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your Personal Data will be subject to this Policy.
- **All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.**

2. Purpose of SMS Notifications

Our SMS notifications are designed to:

Provide our current and perspective clients a convenient way to communicate with Happy Plants Private Gardening and Design LLC through text messages.

3. Opt-In and Consent

By providing your phone number and opting into our SMS notifications, you confirm that you are the owner or authorized user of the phone number provided. You consent to receive recurring automated text messages (SMS, MMS) from us regarding your scheduled visits, service updates, offers, and other important notifications. Consent is not required to make any purchase from us. Message frequency may vary, but you can generally expect to receive between 1-5 messages per week.

4. Opt-Out Instructions

Your consent to receive automated texts is entirely voluntary. You may opt-out at any time:

- To stop receiving messages, reply "STOP," "END," "CANCEL," "UNSUBSCRIBE," or "QUIT" to any SMS message from us.
- You may also email us at happyplantsfl@gmail.com with your opt out request.
- After you opt out, you will receive a final confirmation message, and no further messages will be sent to your number unless you re-enroll.

5. Help and Support

If you are experiencing issues with our SMS notifications or need assistance, you can:

- Reply with the keyword “HELP” to any message.
- Email us directly at happyplantsfl@gmail.com

6. Message and Data Rates

Standard message and data rates may apply for any messages sent to you from us and from you to us. Please consult your mobile service provider for details regarding your text plan or data rates.

7. Privacy and Data Security

We value your privacy and are committed to protecting your personal information. Your data will be used solely for the purposes described in this policy, such as managing your service appointments, processing payments, and ensuring proper communication regarding your services.

We do not sell, rent, or share your personal information with third parties for marketing purposes. We may share your information with third parties only as required by law, for billing and payment processing, or to fulfill our contractual obligations.

8. Data Retention

We retain your personal information only for as long as necessary to fulfill the purposes for which it was collected, including legal, accounting, or reporting requirements. After this period, your data will be securely deleted or anonymized.

9. Compliance with Regulations

We comply with all relevant laws and regulations, including the Telephone Consumer Protection Act (TCPA) and CTIA guidelines. Our practices ensure that you can easily manage your preferences, and we provide clear instructions for opting in or out of our SMS notifications.

10. Indemnification

You agree to indemnify, defend, and hold us harmless from any privacy, tort, or other claims, including claims under the TCPA or any state law equivalents, arising from your voluntary provision of a telephone number that is not owned by you and/or your failure to notify us of any changes to your mobile telephone number.

11. Participation Requirements

To participate in our SMS notifications service, you must:

- Be 18 years of age or older.
- Own a wireless device capable of two-way messaging.
- Be a subscriber to a wireless service with text messaging capabilities. Please note that not all mobile carriers support this service.

12. Dispute Resolution and Arbitration

By using our SMS notifications service, you agree to resolve any disputes with us on an individual basis and not as part of any class or representative action. You waive your right to a trial by jury and agree

that any claims will be resolved through final and binding arbitration. If you do not agree to these terms, please do not participate in the service.

13. Miscellaneous

You warrant and represent that you have the necessary rights, power, and authority to agree to these Terms and Conditions and that your participation in this service does not violate any other contract or obligation. If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

We reserve the right to modify these Terms and Conditions at any time. Any updates will be communicated to you via SMS or email, and your continued participation in the service constitutes acceptance of the modified terms.

14. Contact Information

If you have any questions or concerns about these Terms and Conditions or our privacy practices, please contact us at:

Email: happyplantsfl@gmail.com

Phone: (813)427-7935

Mailing Address: 7901 4th St N #14331, St. Petersburg, FL 33711

15. Full Privacy Policy

For more detailed information on how we collect, use, and protect your data, please review our full Privacy Policy.