

# OHIO DEPARTMENT OF COMMERCE, DIVISION OF STATE FIRE MARSHAL, OHIO FIRE ACADEMY

## Mobile Messaging Terms and Conditions

Last updated: July 17, 2023

Ohio Department of Commerce, Division of State Fire Marshal, Ohio Fire Academy (“SFMJ”, “we”, or “us”) operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms and Conditions (the “Mobile Messaging Terms”). The Program and our collection and use of your personal information is also subject to our Privacy Policy [TBD]. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy.

**1. Program Description:** We may send promotional, informational, and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our classes and services and may include links to seminar opportunities and/or class information and/or schedules. Transactional/informational messages relate to an existing or ongoing classes and may include reminders, emergency notifications, class cancellations, etc. Mobile messages may be sent using an automated technology, including an autodialer, automated system, or automatic telephone dialing system. Message frequency will vary but exceed ten per month. You agree that we, our affiliates, and any third-party service providers may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes. We do not charge for mobile messages sent through the Program but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for SMS and MMS alerts.

**2. User Opt-In:** By providing your mobile phone number to us, you are voluntarily opting in to the Program and you agree to receive recurring mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at [webofa@com.ohio.gov](mailto:webofa@com.ohio.gov). Your participation in the Program is not required to make any purchase from us and your participation in the Program is completely voluntary.

**3. User Opt-Out and Support:** You may opt-out of the Program at any time. If you wish to opt-out of the Program and stop receiving mobile messages from us, or you no longer agree to these Mobile Messaging Terms, reply **STOP, QUIT, CANCEL, OPT-OUT**, and/or **UNSUBSCRIBE** to any mobile message from us. You may continue to receive text messages for a short period while we process your request and you may receive a one-time opt-out confirmation message. You understand and agree that the foregoing is the only reasonable method of opting out. For support, reply **HELP** to any mobile message from us. Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with the requirements in these Mobile Messaging Terms. We may also change the telephone number or short code we use to operate the Program and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us and we will not be responsible for failing to honor a request sent to a telephone number or short code that has been changed.

**4. Disclaimer of Warranty and Liability:** The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

**5. Modifications:** We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.



Department  
of Commerce

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Division of State Fire Marshal  
Sheryl Maxfield, Director



## OHIO DEPARTMENT OF COMMERCE, DIVISION OF STATE FIRE MARSHAL, OHIO FIRE ACADEMY

### PRIVACY POLICY

Effective Date: August 1, 2023

This Privacy Policy explains how the Department of Commerce, Division of State Fire Marshal (SFM) collects, uses, and discloses personal information about our students, prospective students, instructors, and visitors to our website at:

<https://com.ohio.gov/divisions-and-programs/state-fire-marshal/ohio-fire-academy>.

Information collected directly from you: We may collect personal information directly from you, for example through a web form, during registration, while making a reservation, while setting up an account with the Ohio Fire Academy, or when you contact us.

Personal information the SFM collects directly from you may include first and last name, address, email address, phone number, employer information.

For more information on use of cookies, web beacons, pixels, and other similar technologies, visit:

<https://com.ohio.gov/help-center/privacy-notice>

### USE OF PERSONAL INFORMATION

The SFM may use information collected about you for any lawful purpose, including the following:

- To provide you with Ohio Fire Academy (OFA) customer service/support;
- To inform OFA instructors and/or students of course information and changes;
- To alert visitors, staff, and students of a campus wide emergencies;
- To inform/remind staff and students of campus safety practices;
- To remind OFA students of dorm room check-in/check-out times;
- To remind OFA staff of required task, such as, timecard submission and mandatory trainings;
- To comply with the law and to maintain the security of our campus;
- To comply with the law and to maintain the security of our website;
- To provide any relevant information not listed here; or
- With your consent, or as otherwise disclosed at the time information is collected.

### DISCLOSURE OF PERSONAL INFORMATION

We may share the information we collect with other parties, including the following:

- With Constant Contact, to send email (such as Ohio Fire Academy course related information and materials) and text message communications. For more information about how we may use your information with Constant Contact and the information that may be collected through our email campaigns, see Constant Contact's Customer Data Notice available at:

<https://www.constantcontact.com/legal/customer-contact-data-notice>

- With any affiliates or joint venture partners that we may have in the future;
- If necessary to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights or the rights of third parties, or to protect the safety or security of any person or entity;
- With your consent or as otherwise disclosed at the time of data collection or sharing;
- Your employer.

We may share information that has been de-identified or aggregated without limitation.

Our website may offer interactive features, such as the ability to leave reviews, that you can use to communicate with other website visitors or to submit and post your own content. If you disclose information in one of these forums, this information can be viewed, collected, and used by others. Your web browser may allow you to block or disable cookies; however, parts of our website may not function properly if you do so.

### EMAIL AND TEXT MESSAGE COMMUNICATIONS

If you wish to unsubscribe from our email campaigns, please click on the Unsubscribe link at the bottom of any marketing email sent from us. If you opt out of our email, we will still send you messages related to our transactions and relationship with you, such as course related notifications.

If you wish to stop receiving text messages from us, reply **STOP, QUIT, CANCEL, OPT-OUT,** or **UNSUBSCRIBE** to any text message sent from us. For more information, see our Mobile Messaging Terms and Conditions available [TBD]

### UPDATING YOUR INFORMATION

When you have an account with us, you may review, change, or update your contact information by logging into your account.

### CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy at any time. Please review it frequently.

### CONTACT INFORMATION

If you have any questions about this policy or our privacy practices, please contact us at:

[webofa@com.ohio.gov](mailto:webofa@com.ohio.gov)

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