



## **Short Message Service (SMS) Terms and Conditions**

You are hereby advised to review these SMS Terms and Conditions carefully. By enrolling or otherwise agreeing to receive Customer Care text messages from or on behalf of Mt. Diablo Resource Recovery and its affiliated and related entities (collectively, “MDRR”) or by otherwise providing your phone number to MDRR, you agree to these SMS Terms and Conditions, as well as MDRR’s Privacy Policy that can be found at <https://mdrr.com/privacy-policy/>.

You represent that you are the owner or authorized user or subscriber of the phone number and wireless device that you are using to receive text messages from or on behalf of MDRR. You may receive text messages when you apply for, or attempt to use, a product or service provided by MDRR.

If you receive a message asking you to provide or confirm personal details or confidential information, do not reply. Promptly report it to MDRR and disclose the exact contents of the text message to ensure that MDRR can fully investigate. Once reported, you should delete the text message from your wireless device.

Please note that MDRR does not charge for text messages, however, you may be subject to standard messaging and data fees from your carrier according to your mobile messaging plan. Please refer to your carrier plan details for more information. Your wireless carrier is not liable for any delay or failure to deliver any message set to or from MDRR, including messages that you may send through MDRR or that MDRR may send on your behalf.

Message frequency may vary, though messages will typically average less than ten (10) per month. MDRR will not be liable for any delays or failures in your receipt of any text messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. Text message services are provided on an as is, as available basis.

By enrolling or otherwise agreeing to receive text messages from or on behalf of MDRR, or by otherwise providing your phone number to MDRR, you acknowledge that MDRR may obtain data, including but not limited to, your mobile phone number, your carrier’s name, and the date, time, and content of your messages and other information you may provide. MDRR may use this information to contact you and provide the services you request from MDRR, and to otherwise operate, develop, and improve the requested products or services. Nonetheless, MDRR reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, or governmental request.

All content and materials sent by MDRR and received by you are proprietary to MDRR and are for your personal, non-commercial use only.

MDRR reserves the right to alter these SMS Terms and Conditions from time to time. MDRR may suspend or terminate text message services to you if MDRR believes you are in breach of any



applicable terms and conditions. Text message services are also subject to termination in the event your wireless service terminates or lapses. Finally, MDRR reserves the right to discontinue text message services at any time, in MDRR's sole discretion.

To discontinue receiving SMS messages from MDRR, reply to a text with the message 'STOP.' Or reply 'HELP' for help, or you may contact MDRR at (925) 499-3089 for additional assistance.