

'Canes Central SMS/Text Program Privacy Notice

The University of Miami 'Canes Central office (UM 'Canes Central) offers a complimentary SMS/Text alert service for visitors to UM 'Canes Central (the "Subscriber") to receive text messages regarding queue place, queue place updates, and general information related to the UM 'Canes Central (the "Service").

This privacy notice applies only to the information sent or received via SMS/text in conjunction with the Service. Any information Subscribers provide via the University of Miami main website (www.miami.edu) or any website with the University of Miami domain is governed by the University of Miami's Privacy Statement. This privacy notice explains the University of Miami's practices concerning the collection, use, and disclosure of information sent or received via SMS/text in conjunction with the Service. Information collected for the SMS/Text Program will be used only as outlined in this privacy notice.

Other divisions, offices, units or departments at or affiliated with the University of Miami may collect and use your information in different ways. Therefore, Subscribers that visit other websites or leverage other communications services should review the privacy notices for the particular sites they visit. UM 'Canes Central is not responsible for the content of other websites/services or for the privacy practices outside the scope of this notice.

Information Collected or Received

When you elect to participate in the Service by opting-in to receive SMS/Text communications, UM 'Canes Central will automatically collect the sent messages and submitted replies to those messages. Your opting-in to the Service indicates your consent to the collection, use, and disclosure of this information as described in this notice. This technical information is retained and utilized for tracking the communication history of messages sent to individual Subscribers.

Other than automatically collected technical information (as described above), UM 'Canes Central may ask you to provide information voluntarily, such as through forms or other manual input, in order to communicate with you via SMS/Text to maintain and manage the

University of Miami's relationship with you, including providing associated services or to better understand and serve your needs. UM 'Canes Central will retain this information as long as you continue to maintain a relationship with the University of Miami. Your providing this information is wholly voluntary. However, not providing the requested information (or subsequently asking that the data be removed) may affect UM 'Canes Central's ability to deliver communications or services to you. Providing the requested information indicates your consent to the collection, use, and disclosure of this information as described in this notice. Information UM 'Canes Central may actively collect could include:

- First Name
- Last Name
- Email Address
- Mobile Phone Number
- SMS/Text Opt-in preference

If you supply UM 'Canes Central with your mobile phone number and elect to participate in the Service by opting-in to receive SMS/Text communications, you may receive periodic communications via SMS/Text that contain marketing, transactional, or general information related to the University of Miami. If you do not wish to receive such SMS/Text communications, you can let UM 'Canes Central know by replying to any unwanted texts with the opt-out keyword listed in the corresponding Terms of Service.

Disclosure of Information

Other than sharing your information with other appropriate University of Miami personnel, divisions, offices, units or departments to manage your relationship with the University of Miami, UM 'Canes Central will not disclose personally identifiable information about you except under the following circumstances:

With your prior consent;

When we have given you clear notice that we will disclose information that you voluntarily provide;

To third party service providers to help UM 'Canes Central provide the services related to the SMS/Text Program. Service providers may help us:

- Perform product development, maintenance, and debugging;
- Allow the provision of services through third-party platforms and software tools; or

- Provide customer service, advertising, or payments services.

These providers have limited access to your information to perform these tasks on our behalf, and may be contractually bound to protect it and to use it only for the purposes for which it was disclosed and consistent with this notice.

With courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary:

- To comply with our legal obligations.
- To comply with legal processes and to respond to claims asserted against the University of Miami.
- To respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability.
- To enforce and administer our Terms of Use or other agreements.
- To protect the rights, property, or personal safety of the University of Miami, its employees, its users, or members of the public.

Where appropriate, we may notify you about legal requests for your information unless:

- Providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law; or
- We believe that providing notice would be futile, ineffective, create or increase risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon an individual or group.

We may share aggregate, non-personally identifiable information with other entities or organizations. Sharing excludes text messaging originator opt-in data and consent; this information will not be shared with any third parties.

Your Rights

You may exercise any of the rights applicable to you, which are described in this notice, by sending an email to privacy@miami.edu. Please note that we may ask you to verify your identity before taking further action on your request.

Subscribers located in the European Union (EU) may have certain additional rights in connection with the processing of personal data under the General Data Protection Regulation (GDPR). For more information about how data subjects may exercise their rights under the GDPR, please visit the University's [GDPR webpage](#).

Correcting or Updating Inaccurate Information

You have the ability to update or correct inaccurate or incomplete personal information concerning you by contacting UM 'Canes Central at canescentral@miami.edu or call (305) 284-IBIS (4247).

Security

The security of your personal information is important to us. We continuously implement and update administrative, technical, and physical security measures to protect your information against unauthorized access, loss, destruction, or alteration.

Unfortunately, no method of transmission over via SMS/text is 100 percent secure. Therefore, while we strive to protect your personal information, we cannot guarantee its absolute security.

Contact Information

If you have questions or complaints about this privacy notice, the University of Miami's information handling practices, or the processing of personal data under the GDPR, contact the University of Miami's Data Privacy Officer, Nelson Perez, at ucs@miami.edu or 305-284-4636.

'Canes Central Text Messaging Terms and Conditions

The University of Miami 'Canes Central office (UM 'Canes Central) offers a complimentary SMS/Text alert service for visitors to UM 'Canes Central (the "Subscriber") to receive text messages regarding queue place, queue place updates, and general information related to the UM 'Canes Central (the "Service").

By checking the box to sign up for, or opt in to, this Service, you (the "Subscriber") expressly consent to receive non-marketing and marketing texts messages from UM 'Canes Central and others texting on its behalf, including automated technology such as auto-dialers, at the telephone number(s) that you provide, and agree to be bound by these Terms of Service.

Other divisions, offices, units or departments at or affiliated with the University of Miami may collect and use your information in different ways. Therefore, if you visit other websites or leverage other communications services, you should review the privacy notices for the particular sites you visit.

Access to and use of this Service is subject to the terms and conditions outlined below. Please read them carefully. UM 'Canes Central reserves the right, at its sole discretion, to terminate this Service at any time for any reason, including without limitation, your failure to follow the terms and conditions described in these Terms of Service.

1. Upon your opt-in to this Service, you will receive UM 'Canes Central text messages intended to provide you with information about the UM 'Canes Central queue place, queue place updates, and general information related to the UM 'Canes Central. Message and data rates may apply.
2. To opt-in to receive UMiami updates, text START to each short code or long code phone number to which you wish to opt-in to receive approximately 5msgs/mo. Message and data rates may apply.
3. Persons under 18 years of age must seek parental permission before opting in to this Service. This Service is not available to persons under 13 years of age. Persons opting in to the Service agree as a condition of use that they are a resident of the

United States and either (a) 18 years of age or older, or (b) if under 18, have parental permission to use this Service and are over 13 years of age.

4. Please review the University of Miami's Privacy Notice pertaining to this Service, which governs collection, use, and disclosure of information sent or received via SMS/text in conjunction with this Service. Any information you provide via the University of Miami website (miami.edu) or any website with the University of Miami domain is governed by the University of Miami's Privacy Statement.
5. You will receive five text messages per month.
6. UM 'Canes Central does not charge for this Service, however, message and data rates may apply to each text message sent or received in connection with this Service. Please contact your mobile telephone carrier for pricing plans.
7. You can cancel this Service at any time. Just text "STOP" to each short code or long code phone number from which you wish to unsubscribe. We will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us. You will only be unsubscribing from this Service, as defined above. If you have subscribed to other text alerts provided by the University of Miami, you must separately unsubscribe to those.
8. You can text "HELP" to either short code or long code phone number for assistance. We will respond with instructions on how to use this Service as well as how to unsubscribe.
9. AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, 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 (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, 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, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush.
10. This Service is offered “as is” without warranty to its performance or efficacy. This Service is intended to be a complimentary service. Information presented through this Service is believed to be correct at the time of the text communication;

however, it is not a substitute for your responsibility to report to the 'Canes Central team within the allotted time regarding your visit.

11. Neither UM 'Canes Central nor the University of Miami nor their agents, officers, trustees, employees, faculty or students makes any warranty with respect to the efficacy of this Service or the results obtained therefrom. UM 'Canes Central and the University of Miami expressly disclaim any representations or warranties of any kind, express or implied. Each Subscriber assumes full responsibility for reporting to the 'Canes Central team within the allotted time regarding their visit and agrees that in no event will UM 'Canes Central and the University of Miami or their agents, officers, trustees, employees, faculty or students be liable for incidental, special, indirect, consequential or punitive damages whatsoever arising out of or related to this Service and/or Subscriber's use or inability to use this Service, however caused, whether under a theory of contract, warranty, tort, products liability or otherwise, even if UM 'Canes Central or the University of Miami have been advised of the possibility of such damages.
12. Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside the control of the UM 'Canes Central and the University of Miami. Neither UM 'Canes Central nor the University of Miami will be liable for failures or delays in providing this Service, including, without limitation, delayed or undelivered messages, no matter the cause of such failures or delays.
13. For more information or to correct or update your personal information, contact us at canescentral.miami.edu or call (305) 284-IBIS (4247)