

## Berkeley College Short Message Service (SMS) Terms and Conditions

Berkeley College offers a recurring, subscription text message service. To enroll, text KNIGHT to 67088 or submit a Request for Information Form. You will receive recurring messages. Berkeley College will send you information including, but not limited to, (i) open house events; (ii) admissions information; (iii) appointment reminders; (iv) upcoming events; and (v) scheduling reminders with academic advisors and/or financial aid advisors (current students). **Message and data rates may apply.**

### Message and Data Rates

Berkeley College 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 Berkeley College short code of 67088 with the keyword KNIGHT to receive these services. Berkeley College 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. Berkeley College shall not be responsible for any charges related to use of this service. Consent is not required to purchase goods or services.

### Help

**If you have any questions or need help, text HELP to 67088, call 800-446-5400, or email [info@berkeleycollege.edu](mailto:info@berkeleycollege.edu).**

### Opt-Outs

**To stop receiving text messages from Berkeley College, 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 Berkeley College 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

Available online at: <https://berkeleycollege.edu/pdf/berkeley-college-internet-privacy-policy.pdf>

### Use of Automatic Dialing System

Berkeley College 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 Berkeley College to use an automatic dialing system to deliver text messages to the telephone or cell phone number to which you have directed Berkeley College 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:

Berkeley College  
Phone: 800-446-5400  
Email: [info@berkeleycollege.edu](mailto:info@berkeleycollege.edu)

### Disclaimer

THIS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." BERKELEY COLLEGE 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, BERKELEY COLLEGE AND ITS AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, 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 BERKELEY COLLEGE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, Berkeley College 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 Berkeley College and its affiliates, and their respective trustees, 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.

### Arbitration

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

- A. General.** You and Berkeley College agree that any and all disputes, claims (including claims brought under the Telephone Consumer Protection Act, 47 U.S.C. 227 et. seq. ("TCPA")), controversies, or cause of action between you and Berkeley College or Berkeley College's employees, agents, representatives, successors, or assigns, arising out of or relating to these Terms and Conditions or the Service (collectively, the "Claims") shall be solely and finally resolved by binding arbitration. This agreement to arbitrate includes all Claims, whether based in contract, tort, statute, or any other legal theory, and regardless of when a claim arises. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AND BERKELEY COLLEGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.
- B. Exceptions.** Nothing in these Terms and Conditions will preclude the right of either party to (i) bring an individual (non-representative, non-class) action in small claims court; (ii) pursue an enforcement action through a federal, state, or local agency with the authority to seek relief against Berkeley College on your behalf; or (iii) file suit in a court of law to address an intellectual property infringement claim.
- C. Arbitrator.** Any arbitration between you and Berkeley College will be governed by the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA"). Unless otherwise agreed by both parties in writing, the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") will apply and be administered by the AAA. The arbitration shall be held in the State of New Jersey, and the judgment on the award may be entered in any court of competent jurisdiction.
- D. Damages and Relief.** The arbitrator(s) may award damages and relief (including reasonable attorneys' fees) as authorized by law and/or the AAA Rules, except the arbitrator(s) shall not be empowered to award punitive and consequential damages.
- E. No Class Proceedings.** THIS AGREEMENT PROHIBITS CLASS ACTIONS AND CLASS ARBITRATIONS, EVEN IF OTHERWISE PERMITTED UNDER THE AAA RULES. YOU AND BERKELEY COLLEGE AGREE THAT ANY CLAIMS BROUGHT AGAINST THE OTHER SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS ONLY AND NOT AS PART OF A CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AND BERKELEY COLLEGE AGREE THAT THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE (1) INDIVIDUAL'S CLAIMS.
- F. Other Claims.** Any legal proceedings arising out of any Claim that is not subject to arbitration (i) shall be governed by the laws of the State of New Jersey; and (ii) shall be commenced and exclusively maintained in a state or federal court located in the State of New Jersey and the parties hereby consent to jurisdiction and waive any objections to venue in such courts.
- G. Severability.** In the event a court of competent jurisdiction declares any provision of these Terms and Conditions to be void, the remaining provisions shall be deemed severed and shall remain enforceable to the full extent permitted by law.

Governing Law

Except as otherwise provided herein, your use of this Service and these Terms and Conditions shall be governed by the laws of the State of New Jersey.

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 Berkeley College. Any attempt to do so shall be deemed null and void.

Amendment

Berkeley College 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.