

SMS TERMS & CONDITIONS

Last Updated September 1, 2026

1. Introduction

These SMS Terms & Conditions (the "SMS Terms") govern the SMS (Short Message Service) and MMS text messaging program (the "Program") operated by MIAMI Association of REALTORS®, Inc. ("MIAMI," "MIAMI REALTORS®," "MIAMI + RWorld," "we," "us," and "our"). The Program allows customers to receive recurring text messages from MIAMI + RWorld, which may include transactional messages, account alerts, notifications, and marketing or promotional messages. These SMS Terms are in addition to, and incorporated by reference, into MIAMI + RWorld's [Privacy Policy](#).

2. Consent and Opt-In

- **Voluntary Participation:** Participation in the Program is entirely voluntary and requires the customer's prior express written consent, obtained through a clear and conspicuous disclosure and an affirmative act, including:
 - Entering a phone number and checking the consent box on MIAMI + RWorld's website;
 - Texting JOIN to 29500; or
 - A written or electronic consent form.
- **Autodialer Disclosure:** By opting in, you expressly consent to receive recurring automated marketing and informational text messages from MIAMI + RWorld at the phone number you provided, including messages sent using an automatic telephone dialing system or other automated technology.
- **Consent Is Not a Condition of Purchase:** Your consent to receive marketing text messages is not required as a condition of purchasing any products or services from MIAMI + RWorld.
- **Proof of Consent:** The Company maintains records of each customer's consent, including the date, time, method of opt-in, and the disclosure language presented.

3. Eligibility

The Program is intended for individuals who are at least 18 years of age (or the age of majority in their jurisdiction) and who are the account holder or authorized user of the mobile phone number provided. By opting in, you represent that you meet these requirements and that the phone number you provided belongs to you.

4. Message Types and Frequency

- **Message Types:** Participants may receive the following categories of text messages from MIAMI + RWorld, including, without limitation, membership and dues reminders; account, login, security alerts, transactional

messages (such as order confirmations and account notifications), event reminders, operational updates, customer support messages, and promotional or marketing messages.

- **Frequency:** Message frequency varies. The frequency will be dependent on your relationship with MIAMI + RWorld, your account settings, class registrations, and the Program for which you enroll.

5. Keywords: The following keywords are activated for the Program.

- JOIN
- STOP
- CODE or EKEY (for supra)
- HELP
- GLOBAL (for Global Application)
- YPNPRO (for info about YPN PRO)

6. Opt-Out and Revocation of Consent

- **How to Opt Out:** You can cancel the SMS service and revoke your consent at any time by replying STOP to any message. You may also communicate your desire to stop receiving messages by any other reasonable means, including by contacting MIAMI + RWorld at the customer support channels. We will not designate an exclusive method of revocation.
- **Processing of Opt-Outs:** Opt-out requests will be honored promptly and in all events within ten (10) business days of receipt, in accordance with FCC rules.
- **Confirmation Message:** After you opt out, you will receive a single, final confirmation message acknowledging your opt-out. This message will not contain any marketing or promotional content. No further messages will be sent unless you re-subscribe.
- **Re-Subscribing:** If you opt out and later wish to rejoin the Program, you must provide new prior express written consent.

7. Help and Customer Support

- **HELP Keyword:** For assistance at any time, reply HELP to any message or to 29500, and you will receive a response with customer care contact information.
- **Contact Information:** You may also contact MIAMI + RWorld with questions about these SMS Terms or the Program at 1-844-846-4264 or smshelp@miamire.com.

8. Fees and Charges

- **Message and Data Rates May Apply:** Standard message and data rates may apply to messages sent and received under your mobile carrier plan. Consult your carrier for details on your plan.
- **No Program Fee:** The Company does not charge a separate fee for participation in the Program, but you remain responsible for all charges imposed by your mobile carrier.

9. Sending Hours

The Company will send marketing text messages only between the hours of 8:00 a.m. and 8:00 p.m. based on the recipient's local time, consistent with the Florida Telephone Solicitation Act and federal calling-time restrictions.

10. Data Privacy and Security

- **No Sharing of Opt-In Data:** MIAMI does not sell, rent, or share SMS opt-in data, text-message consent records, or mobile telephone numbers collected for MIAMI text-message programs with third parties for those third parties' own independent marketing or promotional text messaging.
- **Use of Data:** Information collected through the Program will be used in accordance with MIAMI + RWorld's [Privacy Policy](#), and these SMS Terms.
- **No Purchased Lists:** MIAMI + RWorld sends text messages only to individuals who have provided their own prior express written consent directly to MIAMI + RWorld. MIAMI + RWorld does not send marketing text messages to phone numbers obtained from purchased, rented, or third-party lists.

11. Carrier Disclaimer

Mobile carriers are not liable for delayed or undelivered messages. The Program is offered on an "as is" basis and may not be available in all areas at all times or on all carriers, and message delivery is subject to effective transmission by your carrier and network operator.

12. Legal Compliance

The Program is operated in compliance with applicable laws, regulations, and industry standards, including without limitation:

- The Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, and the Federal Communications Commission's implementing rules at 47 C.F.R. § 64.1200, including the FCC's consent revocation rules;
- The Florida Telephone Solicitation Act (FTSA), Fla. Stat. § 501.059, and other applicable state telemarketing and telephone solicitation laws in the states where message recipients are located; and
- Other applicable federal and state consumer protection and privacy laws.

13. Indemnification

You agree to indemnify and hold harmless MIAMI + RWorld and its affiliates, officers, directors, agents, and employees from any claim or demand made by any third party arising out of your breach of these SMS Terms, your violation of any law, or your violation of the rights of a third party, including providing a mobile phone number that does not belong to you.

14. Disclaimers and Limitation of Liability

- **Service Disclaimer:** MIAMI + RWorld does not guarantee that the Program will be uninterrupted, timely, secure, or error-free, and is not liable for delays, message failures, misdirected delivery, or other technical issues to the maximum extent permitted by law.
- **Limitation of Liability:** To the maximum extent permitted by law, MIAMI + RWorld shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, use, goodwill, or other intangible losses, resulting from the use of or inability to use the Program. Nothing in these SMS Terms limits any rights or remedies that cannot be waived or limited under applicable law.

15. Changes to These Terms

MIAMI + RWorld reserves the right to modify these SMS Terms at any time. The "Last Updated" date above reflects the most recent revision. Where changes materially affect the scope of your consent (for example, message types or frequency beyond what was disclosed at opt-in), MIAMI + RWorld will obtain new consent before implementing them. Your continued participation in the Program after other changes take effect constitutes acceptance of the revised SMS Terms. You may opt out at any time as described in these SMS Terms.

16. Governing Law

These SMS Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. For any disputes arising under these SMS Terms, the Parties shall first attempt to resolve such dispute informally. If the Parties are unable to resolve such dispute informally, they may voluntarily submit to non-binding, confidential mediation to be held in Miami-Dade County, Florida. Should the Parties avail themselves of a mediation, the Parties shall equally share the cost of a mediator, which shall be chosen by mutual agreement. If the Parties are unable to unanimously agree on a mediator, then MIAMI + RWorld shall choose the mediator in its sole and absolute discretion. If the Parties are unable to resolve such dispute informally or through a voluntary mediation, the Parties shall exclusively submit to the jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida, on a single plaintiff basis. The Parties irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or related to the Program. You waive any right to pursue claims on behalf of, or in conjunction with, a class of plaintiffs. The Parties waive any objection based on improper venue or *forum non conveniens*.

17. Contact Us



MIAMI
FT. LAUDERDALE
PALM BEACH
ST. LUCIE

For questions or concerns regarding these SMS Terms or the Program, contact MIAMI + RWorld at 1-844-846-4264 or smshelp@miamire.com or reply HELP to any Program message.