

Certified Pool & Spa, Inc. Terms of Service

Effective Date: February 18, 2026

SMS Messaging Terms & Compliance

1. Program Description

This messaging program sends appointment confirmation and reminder messages to customers who have booked a service appointment with Certified Pool & Spa, Inc. through our website at <https://www.certifiedpoolandspa.com>, via our contact forms, scheduling forms, phone inquiries, or in-person service requests, and have explicitly opted in to receive SMS notifications.

Opt-in is collected via web forms with a dedicated checkbox for SMS consent. Messages may include:

- Scheduling confirmations
- Appointment reminders
- Rescheduling updates
- Service notifications
- Customer support communications

Message frequency varies based on your service usage and appointment schedule.

We comply with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA) and CTIA guidelines, regarding the use of SMS communications.

2. Cancellation Instructions

You can cancel the SMS service at any time. Simply text **"STOP"** to the same number that sent you messages. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us.

To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.

3. Support Information

If you experience issues with the messaging program, reply with the keyword **"HELP"** for assistance, or reach out directly to:

Email: certifiedpoolandspa@gmail.com

Phone: (361) 993-7727

Customer support is available during regular business hours.

4. Carrier Liability

Carriers are not liable for delayed or undelivered messages.

5. Message & Data Rates

Message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies based on your service usage and appointment schedule.

For questions about your text plan or data plan, contact your wireless provider.

6. Supported Carriers

Our SMS program works with all major U.S. wireless carriers, including AT&T, T-Mobile, Verizon, Sprint, and most regional carriers.

7. Age Restriction

You must be 18 years or older to participate in our SMS program.

8. Privacy Policy

For privacy-related inquiries, please refer to our Privacy Policy at:
<https://www.certifiedpoolandspa.com/privacy-policy>

General Terms

This website (the "Site") is owned and operated by Certified Pool & Spa, Inc. ("COMPANY," "we," or "us"). By using the Site, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy, and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site or from Certified Pool & Spa, Inc.

Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service or to impose new conditions on the use of the Site from time to time. In such cases, we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service as modified.

Intellectual Property Rights

Our Limited License to You

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Disclaimers

Throughout the Site, we may provide links to third-party websites. Linking to such sites does not imply endorsement or sponsorship of those sites or their products or services.

The information, products, and services offered on or through the Site are provided **"as is"** and without warranties of any kind, either express or implied. To the fullest extent permissible by law, we disclaim all warranties, including implied warranties of merchantability and fitness for a particular purpose.

You agree to indemnify and hold harmless Certified Pool & Spa, Inc., its affiliates, officers, directors, agents, and employees from any claims, damages, liabilities, costs, and expenses arising out of or related to your breach of these Terms of Service.

Online Commerce

Certain sections of the Site may allow you to purchase products or services. We are not responsible for the quality, accuracy, timeliness, reliability, or any other aspect of third-party products or services linked through the Site.

If you make a purchase from a third party linked through the Site, information including payment details may be collected by both the merchant and us.

Your dealings with third-party vendors are solely between you and the third party. Certified Pool & Spa, Inc. shall not be responsible for any loss or damage resulting from such dealings.

Registration & Passwords

To access certain features of the Site, you may be required to create an account. You agree to provide accurate and complete information during registration.

You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.

If you suspect unauthorized use of your account, notify us immediately at certifiedpoolandspa@gmail.com. We are not liable for losses arising from your failure to safeguard account information.

Termination

We reserve the right to terminate or suspend your access to the Site, without notice, if you violate these Terms of Service or engage in conduct we deem inappropriate or unlawful.

Upon termination, you must cease all use of the Site and any content obtained from it.

Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas.

Any dispute arising under these Terms shall be resolved exclusively through binding arbitration in the State of Texas.

Changes to Terms of Service

We may update these Terms of Service from time to time. The latest version will always be available on our website with the effective date.

For questions regarding these Terms of Service, please contact:

Certified Pool & Spa, Inc.
5642 Williams Dr
Corpus Christi, TX 78412

Phone: (361) 993-7727

Email: certifiedpoolandspa@gmail.com

Website: <https://www.certifiedpoolandspa.com>

By using our website and services, you consent to these Terms of Service.