

LCRA Flood Operations Notification Service (FONS)

This Agreement governs Your use of, and LCRA's obligations arising out of, the Flood Operations Notification Service. This Agreement sets out important rights and limitations governing Your use of FONS; please read it carefully. We may amend this Agreement at any time by posting these updates to this page. Your continued use of FONS constitutes Your acceptance of such amendments to this Agreement.

When used in this Agreement, the following terms have the following meanings:

“**Agreement**” means this agreement, and includes the applicable Privacy Policy and Terms of Use, both of which are incorporated into this Agreement.

“**FONS**” means the Flood Operations Notification Service operated by LCRA.

“**LCRA**”, “**We**”, “**Us**”, “**Our**”, and “**Ours**” mean and refer to the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution.

“**Rave**” means Rave Mobile Safety, Inc.

“**You**”, “**Your**”, and “**Yours**” mean and refer to the person submitting information to, and requesting certain notices from, FONS.

By submitting Your information via this form and requesting to receive notices from FONS, You are agreeing to the following:

- (1) This Agreement constitutes a contract between You and LCRA, and is governed by the laws of the State of Texas.
- (2) You understand and acknowledge that LCRA is a governmental entity created pursuant to the laws of the State of Texas. As a governmental entity, LCRA is subject to certain statutory obligations, including but not limited to certain disclosure obligations under the Texas Public Information Act, Texas Government Code chapter 552.
- (3) LCRA uses Rave, a third party platform, to deploy FONS. Your use of FONS constitutes Your acceptance of the Rave Privacy Policy [<https://www.ravemobilesafety.com/privacy-policy>] and the Rave Terms of Use [<https://www.ravemobilesafety.com/terms-of-use>]. LCRA may discontinue the use of Rave, and may move FONS to a different platform at any time without prior notice to You. Your choice to continue receiving FONS notices will constitute Your acceptance of any future third-party terms, including but not limited to privacy policies and terms of use, applicable to any future third-party platforms.
- (4) Your receipt of notices from FONS is completely voluntary. At any time and for any reason, You may terminate Your receipt of FONS notices or update Your chosen method of receiving FONS notices by logging into the Rave platform.
- (5) You understand and acknowledge that while LCRA makes every effort to provide timely notice to FONS participants, certain circumstances may prevent prior warning of floodgate operations via FONS, and LCRA makes no warranty or guaranty regarding the accuracy, completeness, or timeliness of any information provided via FONS.
- (6) FONS is neither an emergency alert system nor a flood warning system. You are solely responsible for Your own safety and security. You are solely responsible for taking any action You deem prudent and appropriate in response to any conditions that could result from floodgate operations, including taking steps to protect life and property. You are solely responsible for monitoring local news media, National Weather Service broadcasts, and any other source of information that You determine to be relevant in order to stay aware of potentially hazardous conditions. You are solely responsible for following all recommendations or directions given by any law enforcement agency or emergency management authority regarding potential hazardous conditions.
- (7) You may not receive any FONS notice for nominal, regular floodgate operations, hydroelectric generation, or floodgate testing and maintenance.
- (8) Once a FONS notice is sent regarding a particular operation, no additional notices regarding operational increases, decreases, or modifications will be given with respect to that operation.
- (9) Neither LCRA nor Rave will charge You for sending or attempting to send You FONS notices. However:
 - a. If You choose to receive FONS notices via text message, You may be subject to standard messaging or data charges. You agree that You are solely responsible for determining whether any such charges apply to Your receipt of FONS notices, and for payment of any such charges.
 - b. If You choose to receive FONS notices via e-mail, You may be subject to fees and charges related to Your use of and access to the Internet in order to receive FONS notices. You agree that You are solely responsible for

determining whether any such charges apply to Your use of the Internet to receive FONS notices, and for payment of any such charges.

- (10) LCRA may modify or discontinue all or any part of FONS at any time and for any reason, without prior notice to You. Neither LCRA nor Rave are under any obligation to improve, maintain, support, or further develop FONS, and any such improvement, maintenance, support, or development of FONS is at the sole discretion of Rave and LCRA.
- (11) LCRA is not responsible for any conditions outside its control, including but not limited to any Internet or wireless carrier outages, losses, delays, or other disruptions that may impact or affect Your receipt of FONS notices.
- (12) This Agreement grants You a limited, non-exclusive, revocable, individual license to use the information distributed via FONS for Your personal informational purposes only. All copyrights, trademarks, and other intellectual property used in or distributed via FONS remain the property of their respective owners. You agree that You will not attempt to disassemble, reverse engineer, decompile, copy, access, or alter the source code of any component of FONS.
- (13) You agree to hold harmless, defend, and indemnify LCRA, as well as LCRA's officers, directors, employees, and agents, from and against any liability or damages, including but not limited to any bodily injury, death, or property damage, whether in tort, negligence, or otherwise, arising from or related to:
 - a. Your use of or request to receive notices from FONS;
 - b. Any failure to receive one or more notices from FONS; and
 - c. Your breach of any of the terms of this Agreement.

To the fullest extent permitted by law, LCRA will have no liability whatsoever to You for any direct, consequential, actual, or exemplary damages of any kind. You agree that Your sole remedy for any breach of this Agreement by LCRA is to discontinue Your receipt of FONS notices.