

# Terms of Service

Last Updated: Dec 11, 2025

Welcome to Specialized Management Systems, a property management company operating multi-family communities and RV/mobile home parks in Galveston, Texas and other surrounding areas. These Terms of Service ("TOS" or "Agreement") govern your use of our services, including our text messaging program, Tenant Web Access (TWA) portal, website (<https://specializedms.com/>), lease agreements, and other property management services (collectively, the "Services"). By using our Services, including opting into our text messaging program, signing a lease, or accessing our TWA portal, you agree to be bound by these TOS. If you do not agree, please do not use our Services.

## 1. Acceptance of Terms

By accessing or using our Services, you confirm that you:

- Are at least 18 years old and have the legal capacity to enter into this Agreement.
- Have read, understood, and agree to these TOS and our Privacy Policy.
- Will comply with all applicable laws, including Texas property management regulations and federal communication laws (e.g., TCPA).

## 2. Description of Services

Specialized Management Systems provides the following Services to tenants, customers, and authorized users:

- **Text Messaging Program:** Automated and manual text messages for rent reminders, overdue notices, maintenance updates, community announcements, and, if opted-in, promotional offers (e.g., lease renewal incentives), powered by Rent Manager.
- **Tenant Web Access (TWA) Portal:** An online platform for tenants to view lease details, make rent payments, submit maintenance requests, and manage account information.
- **Website** (<https://specializedms.com>): Information about our properties, services, and contact details.
- **Property Management:** Lease administration, maintenance coordination, utility billing (e.g., sub-metered water), and community management for our multi-family community and RV/mobile home parks.

## 3. Text Messaging Program Terms

Our text messaging program allows us to communicate efficiently with you. By opting into the program, you agree to the following:

- **Opt-In:**
  - By registering for an account with Rent Manager (you will automatically be opt-in).
  - Checking a consent box in your lease agreement, TWA portal or other application forms.
  - Alternatively, contact us through our email or phone number (found in the contact section) to opt-in.
- **Message Types:**
  - Transactional: Rent reminders, overdue notices, maintenance updates, move-in/move-out instructions, or emergency alerts (e.g., property-wide maintenance).
  - Promotional: Lease renewal offers or community events, if you've opted-in for marketing messages.
- **Message Frequency:** Varies based on your lease terms and property needs (e.g., monthly rent reminders, ad-hoc updates).
- **Message and Data Rates:** Standard message and data rates may apply, as determined by your mobile carrier.
- **Opt-Out:**
  - To stop receiving texts, reply “OPTION 2” to any message. You will receive a confirmation and no further texts unless you opt-in again.
  - Alternatively, contact us through our email or phone number (found in the contact section) to opt-out.
  - If you wish to opt-in again you must also contact us.
- **Support:**
  - For assistance, text “HELP” or contact us through our email or phone number (found in the contact section).
  - You can also visit <https://specializedms.com/> for more information.
- **Compliance:**
  - You agree to provide accurate contact information and notify us of changes (e.g., new phone number).
  - You acknowledge that unauthorized use of our text messaging program (e.g., sending spam) is prohibited.

## 4. User Responsibilities

As a user of our Services, you agree to:

- **Provide Accurate Information:** Submit truthful and complete information when signing a lease, registering for the TWA portal, or opting into text messaging.

- **Comply with Lease Agreements:** Adhere to the terms of your lease, including timely rent payments, utility charges (e.g., sub-metered water), and community rules.
- **Use Services Appropriately:**
  - Do not misuse the TWA portal, text messaging program, or website (e.g., by sending abusive messages or attempting unauthorized access).
  - Report issues (e.g., maintenance needs) promptly via the TWA portal, text, or contact methods provided.
- **Maintain Account Security:** Protect your TWA portal login credentials and notify us immediately of any unauthorized access.
- **Respect Community Rules:** Follow property-specific rules for our multi-family community and RV/mobile home parks, as outlined in your lease or community guidelines.

## 5. Account Registration

To access certain Services (e.g., TWA portal), you must register an account:

- Provide accurate contact and payment information during registration.
- Update your information as needed via the TWA portal or by contacting us.
- You are responsible for all activities under your account.

## 6. Payments and Billing

- **Rent and Utilities:** You agree to pay rent and utility charges (e.g., sub-metered water) as outlined in your lease, using the TWA portal, Rent Manager payment options, or other designated methods.
- **Late Fees:** Late rent payments may incur fees, as specified in your lease agreement.
- **Payment Processing:** Payments are processed securely through Rent Manager or third-party providers. You authorize us to charge your provided payment method for recurring or one-time charges.

## 7. Intellectual Property

- All content on our website, TWA portal, and text messages (e.g., logos, text, templates) is owned by Specialized Management Systems or our licensors and is protected by copyright and trademark laws.
- You may not reproduce, distribute, or modify our content without written permission, except for personal use (e.g., saving a rent reminder text).

## 8. Prohibited Conduct

You agree not to:

- Use our Services for illegal purposes or in violation of Texas or federal laws.
- Send or post harmful content (e.g., threats, harassment) via text, the TWA portal, or other channels.
- Attempt to hack, disrupt, or gain unauthorized access to our systems (e.g., Rent Manager, TWA portal).
- Interfere with other users' access to our Services (e.g., by spamming our text messaging number).

## 9. Termination of Services

We may suspend or terminate your access to our Services if you:

- Violate these TOS or your lease agreement.
- Fail to pay rent or utility charges as required.
- Engage in prohibited conduct (e.g., misuse of the text messaging program).
- Upon termination, you must cease using our Services, including opting out of text messaging and closing your TWA portal account.

## 10. Limitation of Liability

To the fullest extent permitted by law:

- Specialized Management Systems is not liable for indirect, incidental, or consequential damages arising from your use of our Services (e.g., missed text reminders, TWA portal downtime).
- Our liability for direct damages is limited to the amount you paid for the specific Service (e.g., TWA portal access fees, if applicable).
- We are not responsible for issues caused by your mobile carrier (e.g., undelivered texts) or third-party providers (e.g., payment processor errors).

## 11. Disclaimer of Warranties

Our Services are provided "as is" without warranties of any kind, express or implied. We do not guarantee:

- Uninterrupted or error-free access to the TWA portal, website, or text messaging program.
- The accuracy or timeliness of text messages (e.g., rent reminders).
- The security of third-party systems (e.g., Twilio, Rent Manager), though we take reasonable precautions.

## 12. Indemnification

You agree to indemnify and hold Specialized Management Systems, its employees, and affiliates harmless from any claims, damages, or losses arising from:

- Your violation of these TOS or applicable laws.
- Your misuse of our Services (e.g., sending unauthorized texts).
- Disputes related to your lease agreement or property use.

## 13. Governing Law and Dispute Resolution

- **Governing Law:** These TOS are governed by the laws of the State of Texas, without regard to conflict of law principles.
- **Dispute Resolution:** Any disputes arising from these TOS will be resolved through negotiation or, if necessary, in the courts of Galveston County, Texas. You agree to submit to the jurisdiction of these courts.

## 14. Changes to These Terms

We may update these TOS to reflect changes in our Services or legal requirements. We will notify you of significant changes via:

- Text message with a link to the updated TOS.
- Email to your registered email address.
- A notice on our website or TWA portal. Your continued use of our Services after the updated TOS's effective date constitutes acceptance of the changes.

## 15. Contact Us

For questions, concerns, or requests regarding these TOS or our Services, please contact us at:

Specialized Management Systems  
PO Box 338 Dickinson, TX 77539  
Phone: 713-823-6991  
Email: [deysi@specializedms.com](mailto:deysi@specializedms.com)  
Website: <https://specializedms.com/>

For text messaging support, text “HELP” or reach us through our phone number or email.

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