



Terms of Use for Digital Services

Last revised September 12, 2025

LEGAL NOTICE

1. THA Website Terms of Use & General Disclaimer

The Housing Authority of the City of Tacoma (Tacoma Housing Authority, THA) provides information on our website(s) for information purposes only. THA does so without warranty of any kind, either express or implied.

Under no circumstances will THA be liable for any loss or damage caused by a user's reliance on information obtained through the website.

THA uses links to other websites in an effort to assist users in locating information on topics that might be of interest to them. THA cannot attest to the accuracy of information provided by linked sites. Linking to a website does not constitute THA's endorsement of the sponsors of the site or the products or services those sites offer.

2. Webform Terms of Use

2.1 Acceptance of Terms for THA Webforms

When using THA's web-enabled e-forms ("webforms"), you agree to be bound by all of the following terms and conditions, including the laws, rules and regulations mentioned below. THA may update these terms from time to time without notice.

2.2 Limitations on Use of THA's Webforms

Tacoma Housing Authority provides visitors with internet-based e-forms for contacting its staff. This in no way guarantees contact with either THA or its employees.

2.3 Obligations

In consideration of the use of THA's webforms, you agree to provide true, current, accurate and complete information the form(s) may prompt. If any information you provide is inaccurate, not current or incomplete, THA retains the right to decline contact with you, the site visitor.

2.4 Acceptable Visitor Conduct

You agree to be solely responsible for the content of your transmissions through THA's webform(s). Your use of THA's webform(s) is subject to all applicable local, state, national and international laws and regulations. Violation of any such rules and regulations may give THA legal remedies against you.

You agree not to any of the following:

- Use the e-form(s) in connection with spamming or any duplicative or unsolicited messages to this web site, THA or its employees.
- Create a false identity to mislead others as to the identity of the sender or the origin of the message.
- Transmit through THA's webform(s) unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material.
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.

2.5 Disclaimer of Warranties

Use of THA's webform(s) is at your sole risk. Webforms are provided on an "As Is" and "As Available" basis. Tacoma Housing Authority expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Tacoma Housing Authority makes no warranty that THA's webform(s) will meet your requirements, or that the form(s) will be uninterrupted, timely, secure, or error-free; nor does THA make any warranty as to the results that may result from the use of the THA's webform(s) or as to the accuracy or reliability of any communications or transmissions, or the accuracy of any translation or alteration of your transmissions or data, or the accuracy of any information obtained through THA's webform(s).

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

2.6 Limitations of Liability

In no event shall THA be liable for any indirect, incidental, special or consequential damages, loss of profits, or loss of services, resulting from: the use or the inability to use THA's webform(s); the cost of procurement of substitute goods or services; unauthorized access to or alteration of or deletion of your transmissions or data. This limitation applies even if THA has been advised of the possibility of such damages.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

2.7 Indemnification

You agree to indemnify and hold THA, its subsidiaries, affiliations, officers and employees, harmless from any claim, demand or damage, including reasonable attorneys' fees, made by any third party due to or arising out of your use or misuse of THA's webforms.

2.8 Termination

Tacoma Housing Authority may discontinue offering any or all of our webforms, in our sole discretion, at any time. Upon termination of the webform(s), your right to use them immediately ends.

3. Text Message Service Terms of Use

3.1 Acceptance of Terms for Text Message Service Use

By "Opting In" to or using a "Text Message Service" (as defined below) from THA, you accept these Terms & Conditions.

3.2 Definitions

- **"Opting In," "Opt In," and "Opt-In"** refer to requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, responding to, or otherwise consenting to receive one or more text messages.
- **"Text Message Service"** includes any arrangement or situation in which we send one or more messages addressed to your mobile phone number, including text messages (such as SMS, MMS, or successor protocols or technologies).

3.3 Consenting to Text Messaging

By consenting to receive text messages from us, you agreed to these Text Messaging Terms of Use, as well as our general Terms of Use and Privacy Policy, incorporated herein by reference.

3.4 E-Sign Disclosure

By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by replying STOP.

3.5 Costs of Text Messages

We do not charge you for the messages you send and receive via this text message service. But message and data rates may apply, so depending on your plan with your wireless or other applicable provider, you may be charged by your carrier or other applicable provider.

3.6 Frequency of Text Messages

This Text Message Service is for conversational person-to-person communication between you and our employees. We may send you an initial message providing details about the service. After that, the number of text messages you receive will vary depending on how you use our services and whether you take steps to generate more text messages from us (such as by sending a HELP request).

3.7 Opting Out of Text Messages

If you no longer want to receive text messages, you may reply to any text message with STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. As a person-to-person communication service, opt-out requests are specific to each conversation between you and one of our employees and their associated phone number. After unsubscribing, we may send you confirmation of your opt-out via text message.

4. General Terms

This agreement is between you and the Tacoma Housing Authority or one of its affiliates. All references to “Tacoma Housing Authority,” “THA,” “we,” “our,” or “us” refer to **Tacoma Housing Authority, 902 S L Street, Tacoma, WA 98405.**

The laws of the State of Washington govern these terms and their construction interpretation and effect. You and THA submit to personal jurisdiction in the State of Washington.

If any provision of these terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in effect.

Failure to act by THA with respect to your breach does not waive their right to act with respect to subsequent or similar breaches.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

5. See Also

- Digital Services Privacy Policy: <https://www.tacomahousing.org/privacy-policy/>