

Pontotoc County Website

Terms and Conditions of Use

Effective Date: December 17, 2025

These Terms and Conditions (“Terms”) govern your access to and use of the official Pontotoc County, Oklahoma municipal government website and any associated online services, applications, forms, and messaging systems (collectively, the “Website”). This Website is operated for and on behalf of Pontotoc County, including but not limited to the following offices and departments: Agri-Plex; Assessor; Assistant District Attorney; BOCC Administrative Assistant; Commissioner District 1; Commissioner District 2; Commissioner District 3; County Clerk; County Sheriff; County Treasurer; Court Clerk Judicial; District Attorney; Election Board; Emergency Management; Fire Departments; OSU Extension; and Specialty Courts (collectively, the “County”).

By accessing or using this Website, you agree to be bound by these Terms. If you do not agree, you should discontinue use of the Website.

1. Government Purpose and No Legal Advice

The Website is provided for official governmental and informational purposes only. Information contained on this Website is not intended to constitute legal advice, financial advice, or a substitute for professional consultation. Users are responsible for verifying information with the appropriate County office.

2. Eligibility and Lawful Use

You agree to use the Website only for lawful purposes and in a manner consistent with all applicable federal, state, and local laws and regulations. Unauthorized attempts to access, alter, or damage County systems are strictly prohibited.

3. Electronic Communications and Messaging Consent (SMS / Email)

By voluntarily providing your email address or phone/mobile number and opting in to messaging services, you expressly consent to receive official, non-marketing communications from Pontotoc County. These communications may include, but are not limited to:

- Court notifications and scheduling updates

- Jury duty information
- Election-related notices
- Tax, assessment, or payment reminders
- Public safety or emergency notifications
- Administrative or service-related updates

Message frequency may vary depending on your interaction with County services.

Message and data rates may apply.

Consent to receive messages is not a condition of purchasing goods or services, as the County does not engage in commercial sales.

You may opt out of SMS messages at any time by replying **STOP** to any message, or by contacting the relevant County office. For help, reply **HELP** or contact the County directly.

4. No Marketing or Promotional Messaging

Pontotoc County does **not** send marketing or promotional messages. All electronic communications are strictly limited to official government business and public service notifications.

5. Third-Party Services and Links

The Website may contain links to third-party websites or services for convenience or reference. Pontotoc County does not control, endorse, or assume responsibility for the content, privacy practices, or availability of external sites.

6. Intellectual Property

Unless otherwise stated, all content on the Website, including text, logos, graphics, and documents, is the property of Pontotoc County or is used under lawful authority. Unauthorized reproduction or distribution is prohibited.

7. Website Availability and Modifications

The County makes reasonable efforts to maintain Website availability but does not guarantee uninterrupted or error-free access. The County reserves the right to modify, suspend, or discontinue any portion of the Website at any time without notice.

8. Disclaimer of Warranties

The Website is provided “as is” and “as available.” Pontotoc County makes no warranties, express or implied, regarding accuracy, completeness, reliability, or suitability for any purpose.

9. Limitation of Liability

To the fullest extent permitted by law, Pontotoc County shall not be liable for any direct, indirect, incidental, or consequential damages arising from use of, or inability to use, the Website or electronic communications.

10. Governing Law

These Terms are governed by the laws of the State of Oklahoma. Venue for any dispute shall lie in a court of competent jurisdiction within the State of Oklahoma.

11. Contact Information

For questions regarding these Terms, please contact the appropriate Pontotoc County office or visit the official County contact page.

Privacy Policy

Effective Date: December 17, 2025

Pontotoc County is committed to protecting the privacy of individuals who interact with its Website and electronic services. This Privacy Policy explains how information is collected, used, and safeguarded.

1. Information We Collect

We may collect the following categories of information:

- **Personal Information:** Name, mailing address, email address, phone/mobile number, and other information voluntarily provided through forms, filings, or service requests.
- **Government Records Information:** Information submitted as part of official filings, applications, or legal obligations.

- **Technical Information:** IP address, browser type, device information, and usage data for security and operational purposes.
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2. How Information Is Used

Information collected is used solely for legitimate governmental purposes, including:

- Providing requested services
 - Fulfilling legal and administrative duties
 - Communicating official notices and updates
 - Improving Website functionality and security
 - Complying with legal and regulatory requirements
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3. SMS and Electronic Messaging Privacy (10DLC Compliance)

By providing your phone/mobile number and opting in, you consent to receive official text messages from Pontotoc County as described in the Terms and Conditions.

No phone/mobile number information will be shared with third parties or affiliates for marketing or promotional purposes.

All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

Text messaging data is used exclusively for official County communications and is retained only as necessary for operational, legal, or compliance purposes.

4. Data Sharing and Disclosure

Pontotoc County does not sell personal information. Information may be shared only:

- With authorized County departments and officials
 - With service providers acting on behalf of the County under confidentiality obligations (e.g., secure messaging or hosting providers)
 - When required by law, court order, or lawful public records request
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5. Public Records and Open Records Laws

Certain information submitted to the County may be subject to disclosure under the Oklahoma Open Records Act. Confidential or protected information will be handled in accordance with applicable law.

6. Data Security

The County employs reasonable administrative, technical, and physical safeguards to protect information against unauthorized access, disclosure, or misuse. However, no system can be guaranteed to be 100% secure.

7. Data Retention

Information is retained in accordance with Oklahoma records retention schedules and applicable laws.

8. Children's Privacy

The Website is not directed to children under the age of 13. The County does not knowingly collect personal information from children except as required for official legal or court-related functions.

9. Changes to This Privacy Policy

This Privacy Policy may be updated periodically to reflect legal, technological, or operational changes. Updates will be posted on the Website with a revised effective date.

10. Contact Information

For questions or concerns regarding this Privacy Policy or data practices, please contact the appropriate Pontotoc County office or the County Clerk's Office.