

## **SMS/MMS Messaging Terms and Conditions**

THIS IS A CONTRACT BETWEEN YOU AND Pacific Sage LLC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Pacific Sage LLC (the "Company") offers a text messaging program ("Text Message Program") to communicate with established clients on topics relevant to their relationship with the Company. For example, you may receive updates related to your visits, Patient Portal Chart account, billing notifications, prescription reminders, survey requests, and care management. In accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), patient information used for text messaging will not be shared for marketing purposes without your authorization.

By texting START to 541-640-7243, you agree to participate in the Company Text Message Program, and acknowledge that you understand the risks associated with sending and receiving protected health information via SMS/MMS text messages, including but not limited to the risk that text messages exchanged between you and Company could be viewed by an unauthorized third party. Your consent to receive SMS text messages from the Company is not a condition of any treatment provided by the Company, and you can opt out of receiving text messages from the Company at any time by replying to a message with STOP or by notifying us in writing or by email. The Company's use of your personal information for the Company's Text Message Program is subject to these Terms and Conditions and the Company's SMS/MMS Text Messaging Privacy Policy.

Your wireless carrier's message and data rates may apply to SMS correspondence. The Company does not charge for any text message content that is sent to you; however, downloadable content may incur additional charges from your wireless carrier. You are solely responsible for any fees, including web access and/or data or text message charges that may be billed by your wireless carrier based on your individual plan. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

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You represent that you are the owner, or authorized user of the wireless device you use to receive text messages. You further represent that you are authorized to approve the applicable charges related to the receipt of text messages from the Company. Message frequency may vary.

The Company will not be liable for any delays or failures in your receipt of any SMS messages, as delivery is subject to effective transmission from your network operator and processing by your mobile device.

Additionally, Company is not responsible for any direct or indirect damages arising from the use of SMS messages. SMS message services are provided on an as is, as available basis. If you have an urgent or important need, you are welcome to use SMS messaging but as we cannot guarantee a response to SMS messages, you should additionally call the main phone number 541-640-7243 so that you can be routed to the on-call service if needed.

Data obtained from you in connection with the Company's Text Message Program may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We reserve the right to use and disclose the data that we collect in accordance with our HIPAA Notice of Privacy Practices and Digital Privacy Policy. When you provide us with information in connection with the Text Message Program, you agree to provide accurate, complete, and true information.

As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text or data plan, it is best to contact your wireless provider.

### **Participating Carriers**

Please be aware that compatibility with carriers is subject to change and may vary over time. The Company does not guarantee that the Text Message Program will be compatible with all mobile devices or mobile

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carriers. The Company is not liable for any delays, failures, or other damage resulting from carrier services or incompatibility.

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from the Company and to the Company from you. Message frequency may vary.

As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text or data plan, it is best to contact your wireless provider.

### **Resolving Disputes**

In the event that there is a dispute between you and Company relating to Company text messaging communications or arising out of any matter, such dispute will be resolved in the jurisdiction and applicable laws of Oregon State, Deschutes County.

### **Limitation of Liability and Disclaimer**

THE COMPANY HEREBY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THE USE OF THE TEXT MESSAGE PROGRAM. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE SERVICE. FURTHERMORE, COMPANY PROVIDES THE TEXT MESSAGE PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE TEXT MESSAGE PROGRAM WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR TIMELY. THE USE OF THE TEXT MESSAGE PROGRAM IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE RECEIPT OR USE OF SUCH SERVICE.

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### **Contact Information**

If you have any questions or concerns about these Terms and Conditions you may contact the Office Manager at (541) 762-2727, [ann@pacificsage.org](mailto:ann@pacificsage.org), or via mail Attn: Office Manager Pacific Sage LLC 2660 NE Highway 20 Suite 610 #524 Bend, OR 97701.

If you do not wish to continue receiving the text messages from us, you can reply "STOP" to any message to opt out or notify us in writing that you would like to stop participating in the text messaging program.