

## **SMS Terms and Conditions**

Self Regional Healthcare, and its wholly owned and/or controlled affiliates (“SRH”), uses text messaging to communicate with patients on topics relevant to their relationship with SRH. You may receive updates related to your visits, patient portal (MyChart) account, billing notifications and payment options, family notifications, and care management. Patient information used for text messaging will not be shared for marketing purposes.

By agreeing to participate in the SRH Text Messaging Program, you agree to and understand the risks associated with sending and receiving information related to your protected health information via SMS/MMS text messages, and that such electronic communications may not be secure. Participation in this Program is not a condition of any treatment, and you can opt-out at any time by texting “STOP” to 45314 or (864)399-1216. You also agree and understand that the use of your information for communications with you through this program is compliant with SRH HIPAA policies (when applicable) and other SRH terms and conditions.

Your wireless carrier's message and data rates may apply and SRH does not charge for any content. 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. Message frequency varies.

SRH 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. SMS message services are provided on an as-is, as-available basis.

Data obtained from you in connection with this Program may include your mobile phone number, your carrier's name, the date, time, and content of your messages, and other information 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 policies. We always reserve the right to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When completing

forms online or otherwise providing us with information in connection with these services, you agree to provide accurate, complete, and true information.

### **Join Text Alerts, Questions, Cancel Alerts**

Text "START" to 45314 or (864)399-1216 to join SRH Text Alerts. When you opt into the Program, we will send you a message to confirm your signup.

If you have any questions, call us at 864-725-4111. You can also text the word "HELP" to 45314 or (864)399-1216 for additional information about these services.

You can cancel/opt out of this service at any time by texting "STOP" to 45314 or (864)399-1216 and you will no longer receive messages from us. You may re-enroll at any time by texting "START" to 45314 or (864)399-1216.

You represent that you are the subscriber for, or authorized user of, the mobile telephone number that you provide to SRH, and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier.

### **Resolving Disputes**

If there is a dispute between you and SRH relating to SRH text messaging communications, arising out of any matter, including in connection with any federal or state statutory provision or the determination of the scope or applicability of this agreement to arbitrate, such dispute will be determined by arbitration in South Carolina before one arbitrator. The arbitration will be administered by the American Arbitration Association. The arbitrator will apply the substantive law of the State of South Carolina, exclusive of its choice of law rules. To the fullest extent permitted by law, each of the parties agrees that any proceeding will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury. The arbitrator will deliver a reasoned written decision with respect to the dispute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review. The parties acknowledge that this agreement evidences a transaction involving interstate

commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq.