

# SMS Texting Terms of Use Agreement

## Texting - General

Your Health Plan is pleased to provide its customers with the ability to subscribe to receive automated Short Message Service, or SMS, text messages (collectively referred to as “text messages” or “texts”) that provide member-related information and information for participating in a variety of offerings and programs (“Campaign(s)”) by texting JOIN to 54467 to opt-in to Your Health Plan’s text message program (“Your Health Plan Texting Program”). Your Health Plan SMS Texting Terms of Use Agreement (“Agreement”) governs your use of the Your Health Plan Texting Program.

“You and “your” refers to the Members, including covered family members, and Prospective Members reading this Agreement. “We” or “us” refers to your Health Plan.

Please read this Agreement carefully before you opt-in to Your Health Plan’s Texting Program. By texting JOIN to 54467, you are expressly consenting to receive marketing, plan information, information for participating in a variety of offerings, wellness related, and other member-related text messages from Your Health Plan. You may opt-out from receiving these text messages at any time by replying STOP to any Your Health Plan text message, or by texting STOP to 54467, or by contacting Your Health Plan by emailing [editor@yourhealthplan.com](mailto:editor@yourhealthplan.com) or calling 1-888-910-9757.

Please see the information below to learn more about Campaign and Member Texts and your participation in one or both.

Your plan reserves the right to change, modify or update its SMS Texting TOU at any time and for any reason, without notice to you, by updating this document.

### **Member Text – communication preferences**

Members may sign up for Texts in the following ways:

- Text JOIN to 54467
- Provide your mobile phone number during your applicable enrollment period with your health plan;

- Log on to your health plan's Member portal and enter your contact information and communication preferences; or
- Call the Member service number on the back of your ID card, and request to receive Texts when providing your mobile phone number.

If you select to receive Texts as your communication preference, as applicable, we will send you information directly to your mobile phone. For example, if you select "Text" under the Member Health Statement option within the Member portal, you will receive Texts from us notifying you when your Member Health Statement is posted for viewing.

### How to Opt-Out

To **stop receiving Texts**, text the word **STOP** to 54467 to cancel your participation at any time, or log on to your health plan's Member portal and change the checkmark from Text to your desired new communication preference (e.g., phone call). You may also contact the Member service number on the back of your ID card and ask to opt out of Texting. When you opt-out, you will receive a final text confirming that your choice to opt-out has been recorded. Your Health Plan will make every effort to manually remove you from all of our Campaign(s) Texts and/or Member Texts within a reasonable time period. You will be required to provide your cell phone number in order for us to process your request.

### General User Agreements

By opting in to Your Health Plan Texting Program, you understand and agree that:

- You will be bound by all terms and conditions set forth in this Agreement;
- You are the current wireless service plan subscriber and/or authorized user of the mobile phone number that you used when texting JOIN to 54467 ("**Enrolled Phone Number**") to opt-in to Your Health Plan Texting Program.
- You grant Your Health Plan express permission to send automated text messages to the Enrolled Phone Number through your wireless carrier unless and until you revoke such permission by texting STOP to 54467;
- You agree to receive automated marketing, plan information, information for participating in a variety of offerings, wellness related, and other member-related text messages, including text messages that may be sent using automatic telephone dialing technology;
- You are hereby requesting to receive text messages in spite of the fact that your Enrolled Phone Number may otherwise be on the federal, or a state's, Do Not Call List and you agree that, to the maximum extent permitted by law, your request to receive text messages overrides any prior Do Not Call request for or related to Your Health Plan Texting Program;
- You are not required to opt-in to receive text messages in order to purchase any product or service from Your Health Plan;

- Not all mobile devices may be supported, and messages may not be deliverable in all areas. Your Health Plan and wireless carriers are not liable for any delayed or undeliverable text messages;
- In the event that you change or deactivate your Enrolled Phone Number, or cease being the regular user of your Enrolled Phone Number, you agree that you will opt-out of Your Health Plan Texting Program by texting STOP to 54467;
- You will not participate in Your Health Plan Texting Program for any unauthorized purposes or in any manner that violates any applicable laws or regulations;
- You will not opt-in or attempt to participate in or use Your Health Plan Texting Program from countries other than the United States;
- You will be held responsible for all text messages sent from your Enrolled Phone Number to Your Health Plan, including any use of your Enrolled Phone Number by others in the event you ever permit others to access your mobile device.

### **Charges for Messages and Data Usage**

Message and data rates may apply. Your Health Plan does not charge a fee for text messages, but wireless carrier charges may apply and be payable by you to your wireless carrier. Check with your wireless carrier for your plan details. By opting-in to Your Health Plan Texting Program, you approve any such charges from your wireless carrier. Charges for text messages or data usage may appear on your mobile phone bill or be deducted from your prepaid balance by your wireless carrier.

### **Text Message Delivery**

Your Health Plan does not guarantee the successful delivery of text messages by your wireless carrier. Text messages may not be delivered if the mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including terrain, proximity to buildings, foliage, weather, and the text message recipient's equipment/mobile device.

### **Message Frequency**

The number of text messages you receive from Your Health Plan Texting Program may vary. By opting-in to Your Health Plan Texting Program, you consent to Your Health Plan sending you multiple, recurring text messages no more frequently than three times per week.

### **Text help and your privacy**

Your plan respects your privacy. Please refer to our enterprise [Online Privacy Policy](#) (hyperlinked below) for further information on how we collect, use, and disclose your information.

## Contact information

Your Health Plan Inc.  
120 5th Avenue  
Attn: SMS Help, Suite 1212  
Pittsburgh, PA 15222

Toll free phone: [888-910-9757](tel:888-910-9757)

Service hours: M-F 8:30 a.m. to 4:30 p.m. EST

# Specific Terms and Conditions of Use

These terms and conditions are applicable to Campaign Texts and Member Texts.

## Suspension or Termination of Texting

Your plan may, in its sole discretion, terminate or suspend your use of Texting at any time and for any reason, including your failure to adhere to these SMS Texting TOU.

## Eligibility

You must be at least 18 years old to be eligible to use Texting. No one under age 18 may engage in Texting with your plan under any circumstances. By signing up to participate in Campaign(s) Text and or Member Text, you are representing and warranting to your plan that you are at least 18 years of age.

## Costs

Your plan does not charge a fee to send Texts. However, message and data rates may apply from your mobile carrier (e.g., AT&T, Verizon, Sprint, etc.). The number of Texts you receive from us will depend on the number and type of Campaign(s) Texts and/or Member Texts for which you sign up. For example, your cellular phone service provider may charge you to send or receive wireless text messages in general. Under no circumstances will your plan or its employees, officers, directors or agents be held responsible for any charges or costs related to your participation in Texting.

## Warranty & Disclaimer

Your plan safeguards your personal information in accordance with applicable law and corporate standards. Unfortunately, the security of data transmitted over cellular networks can never be fully guaranteed. Your plan cannot warrant complete security of information in transit. Your plan shall not be responsible for any harm that you or any

person may suffer as a result of a breach of confidentiality while information is in transit with respect to your participation in Texting with your plan.

YOUR PLAN PROVIDES TEXTING "AS IS" WITH NO WARRANTIES OF ANY KIND. YOUR PLAN EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING TEXTING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT TEXTING WILL BE SECURE, UNINTERRUPTED OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS.

Some state laws do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply based upon your location.

### **Limitation of liability**

UNDER NO CIRCUMSTANCES WILL YOUR PLAN OR ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN TEXTING WHETHER OR NOT YOUR PLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If you are dissatisfied with Texting or with these SMS Texting TOU, your sole and exclusive remedy is to discontinue participation in Texting. You acknowledge, by your ongoing participation in Texting, that you accept and agree to these SMS Texting TOU and that your participation in Texting is at your sole risk.

### **Indemnity**

You agree to indemnify, defend and hold harmless your plan, its employees, officers, directors and agents from and against any and all claims, liabilities, penalties, settlements, judgments or fees (including reasonable attorneys' fees) arising from (i) any information that you or anyone using your account may submit to us when participating in Texting; (ii) your participation in Texting; (iii) your violation of these SMS Texting TOU; and/or (iv) any violation or failure by you to comply with all applicable laws and regulations in connection with Texting.

### **Assignment**

You may not assign any of your rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of your plan. Any such purported assignment or delegation by you without the appropriate prior written consent of your plan will be null and void and of no force or effect.

### **Medical Disclaimer**

Texting with your plan is solely for general information purposes and convenience; it is not intended for, and does not constitute the provision of, medical advice. Texting is not a substitute for professional medical advice, diagnosis or treatment; always seek the advice of your physician or another qualified health provider with any questions you may have regarding medication, medical conditions or treatment.

### **Governing Law and Jurisdiction**

By agreeing to receive Texts from your plan, you agree to be subject to personal jurisdiction in the Commonwealth of Pennsylvania. Any transaction or occurrence arising out of your receipt of a Text shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding any conflict of laws provisions of the Commonwealth of Pennsylvania that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding regarding a Text shall be brought only in Allegheny County, Pennsylvania.