Lindner Center of HOPE

SMS TEXTING INFORMATION / TERMS AND CONDITIONS

"Lindner Center of HOPE", includes the Lindner Center of HOPE, (LCOH), Lindner Center of HOPE Professional Associates, (LCOHPA), and provider practices affiliated with Lindner Center of HOPE. Lindner Center of HOPE offers access to information via recurring SMS (Short Message Service) text alerts to "opted-in" subscribers. As an "opted-in" subscriber, you consent to and understand that message notifications include appointment reminders, refills, notifications about care, and MyChart messages, and may contain your protected health information.

<u>Message Frequency</u>: Following opting in to receive notifications, the frequency of text messages you receive will vary based on the text messages services, number of text message services in which you enrolled, and frequency of services received from Lindner Center of HOPE.

User Opt-Out: To opt out of future messages at any time, reply STOP to any message received or log in to MyChart and manage your communication preferences. Text HELP for assistance or call 866-927-9547 for support.

<u>Privacy Statement:</u> Our Privacy Practices, available on our website: <u>https://lindnercenterofhope.org/rights-policies/</u> explains how we collect, use, and share your personal information.

Disclosure: Message and Data rates may apply. Content may not be available via all carriers. Participating carriers include; AT&T, Sprint, Boost, Verizon Wireless, U.S. Cellular, Cellular One, T-Mobile, and Metro PCS.

<u>No Warranties</u>: Delivery of information and content to your mobile device may fail due to a variety of circumstances and conditions. Delivery of text messages is subject to effective transmission from your wireless service provider which is beyond the control of Lindner Center of HOPE. Accordingly, Lindner Center of HOPE nor the carriers are liable for any delays or failures in the receipt of any text messages.

General: By opting in to receive messages, you agree that the laws of the state of Ohio, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute that might arise between you and Lindner Center of HOPE and/or its officers, directors, doctors, nurses, therapists, staff, employees, or affiliates. You expressly agree that the exclusive jurisdiction for any dispute with Lindner Center of HOPE and/or its officers, therapists, staff, employees or affiliates will be in the courts of Warren County, Ohio and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Warren County, Ohio in connection with any claim involving Lindner Center of HOPE and/or its officers, directors, doctors, nurses, therapists, staff, employees or affiliates.

Lindner Center of HOPE may modify these Terms and Conditions at any time.