## MyHealthLightNow Texting terms and conditions

These Texting Terms and Conditions apply when you provide prior express consent to receive text messages from Optum Inc., and its affiliates including WellMed Medical Management, Inc.; WellMed Medical Group, PA; WellMed Medical Management of Florida, Inc.; WellMed Networks, Inc.; Homecare Dimensions, Inc., Medical Clinic of North Texas, PLLC d/b/a USMD Physician Services; USMD Cancer Treatment Centers, LLC; and USMD Diagnostic Services, LLC; USMD PPM, LLC and subsidiaries, agents, contractors, or vendors ("us" or "we" or "our"). Text messaging from us may include one-time or recurring texts related to your health care, programs, products, services, and tools, and/or general health information. At enrollment for recurring texting programs, we specify the frequency and number of texts and information on how to unsubscribe and seek assistance. You may opt-out of texts by removing your mobile number from your MyHealthLightNow account profile and contact your clinic for help. Text messages will be sent to your mobile number using an automatic dialing system. Message and Data rates may apply. Text messaging may not be available via all carriers.

If you no longer want to receive text messages from us, the sole and exclusive remedy is to end enrollment in the specific texting program.

Under no circumstances will we be liable for any direct or indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with use of text messaging whether or not we have been advised of the possibility of such damages.

We do not guarantee the successful delivery of text messages by your wireless provider. Messages sent by text 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 the terrain, proximity to buildings, foliage, weather, and the recipient's equipment. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or misdirected delivery of a text message; (b) inaccurate or incomplete content in a text message; or (c) use or reliance on the content of any text message for any purpose.

These Terms and Conditions are governed exclusively by the laws of the State of Minnesota, without reference to its rules regarding choice of law.

## Privacy & security

Please notify us immediately if your mobile number changes. We are not liable for any communication or transmission of information by text which happens because you did not report that your mobile number changed. Password-protecting mobile device(s) and enabling encryption, if available, is recommended.

Text messages may include protected health information (PHI). Since text messaging is unencrypted, there is a risk that this PHI could be intercepted or viewed by third parties, including others who access your device. When you choose to receive text messages from us, you do so at your own risk.

The use and disclosure of PHI in text messaging may be governed by additional privacy notices, including applicable HIPAA Notice of Privacy Practices.