

## **Text Messaging Terms & Conditions**

Lumicera Health Services, LLC (“Lumicera”), in agreement with OSF HealthCare, offers a text messaging program, whereby Lumicera will send you text messages concerning your prescriptions and other healthcare reminders. By enrolling to receive text messages, you agree to these terms and conditions and authorize Lumicera to send text messages to your mobile phone which you certify is your own number. Once you enroll, the frequency of text messages sent to you will vary. Text messages may be sent to your mobile number using an automatic dialing system. Lumicera will not charge a fee for text messages, but third party messaging and data fees may occur for some of the messages depending on the message or data plan you have with your wireless carrier.

You agree that digital notifications may include protected health information about your prescriptions, including the name of your prescription. Whoever has access to the mobile phone or carrier account will also be able to see this information. You acknowledge and understand that digital notifications are not a secure means of communication, and any protected health information that may be contained in the text messages sent to you will not be encrypted. This means that there is risk that the protected health information contained in digital notifications could be intercepted and read by or disclosed to, unauthorized third parties. Use of alternative and more secure methods of communication with us, such as telephone, fax, or the U.S. Postal Service are available to you. If you do not wish to accept the risks associated with unencrypted digital notifications from us, please follow the instructions below to opt-out of this program.

## **Opting Out**

You can opt out of the text messages by replying STOP to the number from which you are receiving texts. After you submit a request to unsubscribe from text messages, you will receive one final text from Lumicera confirming that you will no longer receive text messages. No other text messages will be sent to you unless you reactivate your enrollment.

## **Changes to Terms & Conditions**

Lumicera may terminate any text messaging service or your participation in it at any time or without notice.

## **Warranties/Limitation of Liability**

Lumicera’s text messaging services are provided on an “as-is” basis and (a) may not be available in all areas or through all wireless carriers at any time or at all times, and (b) may not continue to work in the event of any product, coverage, or other service changes made by your wireless carrier. Lumicera and its related companies and each of their respective officers, directors, and employees are not responsible and shall not be liable for any losses or injuries of any kind resulting, directly or indirectly, from any Lumicera text alert service or program or from technical failures or delays of any kind, including, but not limited to (x) non-delivery, delayed delivery, or misdirected delivery of

a text message; (y) inaccurate or incomplete content in a text message; or (z) use or reliance on the content of any text message for any purpose. Lumicera reserves the right to stop delivery of text messages to any person at any time in its sole discretion.

Lumicera will not be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of, or in connection with the use of the Lumicera texting program, whether or not Lumicera has been advised of the possibility of such damages.

If you are dissatisfied with Lumicera's text messaging services or with these Terms and Conditions, your sole and exclusive remedy is to discontinue enrollment in the texting program. Enrolling and participating in Lumicera's text messaging services is done at your own risk.

### **Privacy**

All information collected in connection with Lumicera's text message program is governed by our privacy policy. Please notify Lumicera immediately if your mobile phone number changes. Lumicera will not be liable for any communication or transmission of information by text that occurs due to your failure to report a change in your mobile phone number. Text messages may include protected health information (PHI). Because text messaging is not encrypted, there is a risk that PHI could be intercepted and viewed by third parties, including anyone who can access your mobile phone or device.

### **Governing Law**

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

### **Dispute Resolution**

Any dispute or claim arising out of or relating in any way to these Terms and Conditions or Lumicera's text message alerts will be resolved through final and binding arbitration before a neutral arbitrator instead of a court by a judge or jury, and you agree that Lumicera and you are each waiving the right to trial by a jury. You agree that any arbitration under these Terms and Conditions will take place on an individual basis. Class arbitrations and class actions are not permitted, and you agree to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its commercial arbitration rules including provisions for interim relief, and each party hereby consents to the dispute being so resolved. Any arbitration hearings will be conducted in Dane County, Wisconsin. Judgment on any award rendered in any such arbitration may be entered in any court with competent jurisdiction over the party that is subject of such action.