



Put Your Life in Motion

SMS Communication Policy - Terms and Conditions

Orthopedic + Fracture Specialists

This SMS Texting Services provision is applicable when You have subscribed and expressly consented to receive text messages from Us. By subscribing and providing such consent, You have granted Us express permission to send automated text messages to the enrolled mobile phone number(s) through Your wireless phone carrier unless and until such permission is revoked in accordance with these Terms and Conditions.

When You opt-in to SMS Texting Services, We will send You a text message to confirm Your signup.

We offer SMS Texting Services to provide information or resources on topics including, but not limited to the following:

- a. Operational alerts/reminders such as appointment reminders, intake, billing/payment
- b. Health-related information provided is not meant to replace professional medical advice and does not establish a patient-provider relationship

Text messages will vary in frequency, by texting program. As part of enrollment in an SMS Texting Service, You may send the text message "HELP" to Us for assistance. Additionally, You may opt-out of an SMS Texting Service by replying "STOP" from Your mobile phone. After You send the text message "STOP" to Us, We will send You a text message to confirm that You have been unsubscribed. After this, You will no longer receive text messages from Us. If You want to join again, You must enroll as You did the first time and We will start sending text messages to You again. Text messages will be sent using an automatic dialing system to the mobile phone number provided to Us.

Operational information provided is valid only at the time the text message is sent and may change at a later time.

Age restrictions apply to SMS Texting Services. To participate, You must be 18 years of age or older and own and control the mobile phone number provided to Us. Individuals between the ages of 14 and 18 must have parental consent. Individuals between 14 and 18 years of age who do not have parental consent, or individuals under 14 years of age, must unsubscribe from the SMS Texting Services.

You must immediately notify Us if Your mobile phone number changes. We are not liable for any communication or transmission of information via text message which occurs as a result of a change to a mobile phone number that is not reported. Using password-protected mobile devices and enabling encryption, if available, is recommended.

Depending on the SMS Texting Service that You have enrolled in, You may receive marketing messages. We are committed to building Your trust and confidence by promoting and complying with the use of business practices that help protect the privacy and the security of You and Your data.

If You are dissatisfied with the SMS Texting Services or with these Terms and Conditions, Your sole and exclusive remedy is to discontinue enrollment in the SMS Texting Services. We do not guarantee the successful delivery of text messages. Messages sent via text may not be delivered if the mobile phone number 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 Your equipment, the terrain, and proximity to buildings, foliage, and weather. 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 contents of any text message for any purposes.

Content may not be available via all carriers. Participating carriers may include, but are not limited to: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). ***Carriers are not liable for delayed or undelivered messages***

Message and data rates may apply for any messages sent to You from Us and to Us from You. If You have any questions about Your text plan or data plan, it is best to contact Your wireless provider. If You have any questions regarding privacy, please read our Privacy Policy.