

SMS Terms and Conditions for Aloha Integrative Mental Health

Effective Date: 01/01/2025

These SMS Terms and Conditions ("Agreement") apply to the use of text message (SMS) services provided by Aloha Integrative Mental Health ("we," "our," "us") in connection with behavioral health services. By subscribing to or using SMS communications, you ("you," "patient," "client") agree to the following terms:

1. Purpose of SMS Communication

We use SMS to send you important information related to your behavioral health care. This may include updates about your treatment, billing information, and other relevant requested information.. SMS is also used to provide timely, secure communication for non-urgent matters. In accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), patient information used for text messaging will not be shared for marketing purposes without your authorization.

If you have consented to receive text messages from Aloha Integrative Mental Health, you may receive messages related to the following (provide specific examples):

Appointment reminders

Follow-up messages

Billing inquiries

Promotions or offers (if applicable)

2. Consent to Receive SMS

By opting in, you consent to receive SMS messages from our office. You can opt in by texting the word "YES" to the number given to you by your provider. You may also revoke your consent at any time by texting "STOP" to the same number given to you by your provider or contacting our office directly.

STANDARD MESSAGING DISCLOSURE

"Message and data rates may apply. You can opt-out at any time by texting 'STOP.' For assistance, text 'HELP' or visit our privacy policy at <https://alohaimh.com/hipaa-policy> and <https://alohaimh.com/sms-terms-and-conditions>."

3. Message Frequency

You will receive SMS messages as described above in response to text messages you send. The frequency of messages will depend on how often you initiate text message communication..

4. Data and Privacy

We respect your privacy and are committed to safeguarding your health information. However, by using SMS, you understand that SMS is not a completely secure method of communication and that your text messages may not be encrypted. You should avoid sending sensitive or confidential information via SMS. For more information about our privacy practices, please refer to our <https://alohaimh.com/hipaa-policy>.

5. Cost and Carrier Charges

Standard message and data rates may apply based on your mobile carrier and plan. You are responsible for any costs incurred from receiving SMS messages, including data rates charged by your mobile service provider. You represent that you are the owner, or authorized user of the wireless device you use to receive text messages. You further represent that you are authorized to approve the applicable charges related to the receipt of text messages from the Company. Message frequency may vary.

6. Opt-Out and Stopping SMS Messages

To opt out or stop receiving SMS messages, you can reply with the word "STOP" to any message you receive. If you stop receiving messages and later wish to resume, you may contact our office.

7. Message Content

SMS messages may include appointment reminders, billing information, updates on treatment, or administrative communications related to your care. In case of an emergency or urgent care needs, please contact us directly by phone or in person, as SMS is not suitable for urgent matters.

8. Liability

By agreeing to these terms, you acknowledge that we are not liable for any delays, failure to deliver messages, or issues related to the functionality of SMS communications, including those caused by technical failures or network issues outside of our control.

Limitation of Liability and Disclaimer

THE COMPANY HEREBY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THE USE OF THE TEXT MESSAGE PROGRAM. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE SERVICE. FURTHERMORE, COMPANY PROVIDES THE TEXT MESSAGE PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE TEXT MESSAGE PROGRAM WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR TIMELY. THE USE OF THE TEXT MESSAGE PROGRAM IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE RECEIPT OR USE OF SUCH SERVICE.

9. Changes to Terms

We may update these SMS Terms and Conditions from time to time. If changes are made, you will be notified via SMS or other means. Continued use of SMS communication after such changes constitutes your acceptance of the updated terms.

10. Emergency Situations

SMS is not an appropriate method for urgent or emergency communications. In the event of an emergency or if you need immediate assistance, please go to the nearest emergency room.

11. Contact Information

If you have any questions or concerns regarding our SMS communication or wish to update your preferences, please contact us at:

Aloha Integrative Mental Health
PO Box 162, Mountain View, HI 96771
(808)797-2621
admin@alohaimh.com

By opting into SMS communications, you acknowledge that you have read and understood these SMS Terms and Conditions and agree to comply with them.