

TERMS OF SERVICE

Clarity Health LLC and Clarity Concierge LLC

Text Messaging Services

Effective Date: Jan 01, 2025

Last Updated: May 22, 2025

1. ACCEPTANCE OF TERMS

By opting in to receive text messages from Clarity Health LLC and/or Clarity Concierge LLC (collectively, "Clarity," "we," "us," or "our"), you agree to these Terms of Service ("Terms"). If you do not agree to these Terms, please do not opt in to our text messaging services.

2. DESCRIPTION OF SERVICES

Clarity provides healthcare-related text messaging services ("Services") which may include:

- Appointment reminders and confirmations
- Health tips and wellness information
- Prescription reminders
- Test result notifications (non-detailed)
- Office updates and announcements
- Billing reminders
- Emergency notifications

3. OPT-IN CONSENT

By providing your mobile phone number and opting in:

- You expressly consent to receive text messages from Clarity
- You confirm you are the authorized user of the mobile number provided
- You understand that message and data rates may apply
- You acknowledge that consent is not a condition of receiving healthcare services

4. OPT-OUT PROCEDURES

You may opt out of receiving text messages at any time by:

- Texting STOP to any message you receive from us
- Calling us at 251.635.4541
- Emailing us at contact@clarityhealthllc.com
- Informing any staff member during your visit

Opt-out requests will be processed within 24-48 hours.

5. HIPAA COMPLIANCE

We are committed to protecting your Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA):

- Text messages will contain minimal PHI
- Detailed health information will not be sent via standard text messaging
- We use administrative, physical, and technical safeguards
- Our staff is trained in HIPAA compliance

6. PRIVACY AND SECURITY

- We will not sell, rent, or share your mobile number with third parties for marketing purposes
- Your information is used solely for healthcare-related communications
- We implement industry-standard security measures
- You acknowledge that text messaging is not a completely secure medium

7. MESSAGE FREQUENCY

Message frequency varies based on your healthcare needs and preferences. You may receive:

- Appointment reminders: 1-2 messages per appointment
- Prescription reminders: As prescribed
- General updates: No more than 4 per month unless you request additional communications

8. SUPPORTED CARRIERS

Our services are compatible with major U.S. carriers including but not limited to:

- AT&T
- Verizon Wireless
- T-Mobile
- Sprint
- U.S. Cellular

9. USER RESPONSIBILITIES

You agree to:

- Provide accurate and current mobile phone information
- Notify us immediately if your mobile number changes
- Maintain the security of your mobile device
- Not forward our messages containing PHI to unauthorized parties

10. LIMITATIONS OF SERVICE

- Text messaging should not be used for medical emergencies
- Call 911 for emergencies
- We are not responsible for delayed or undelivered messages
- Technical issues may occasionally prevent message delivery

11. DISCLAIMER OF WARRANTIES

The Services are provided "as is" without warranties of any kind, either express or implied. We do not guarantee:

- Continuous, uninterrupted service

- Error-free operation
- Compatibility with all devices or carriers

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Clarity shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the text messaging services.

13. INDEMNIFICATION

You agree to indemnify and hold harmless Clarity, its officers, directors, employees, and agents from any claims arising from:

- Your violation of these Terms
- Your misuse of the Services
- Your violation of any third-party rights

14. MODIFICATIONS TO TERMS

We reserve the right to modify these Terms at any time. We will notify you of material changes via:

- Text message
- Email
- Website posting
- Notice at our facilities

Continued use of the Services after modifications constitutes acceptance of the updated Terms.

15. GOVERNING LAW

These Terms are governed by the laws of Alabama without regard to conflict of law principles.

16. SEVERABILITY

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

17. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Clarity regarding the text messaging services.

18. CONTACT INFORMATION

For questions about these Terms or our text messaging services:

Clarity Health LLC & Clarity Concierge LLC
2054 Dauphin Street
Phone: 251.635.4541
Email: contact@clarityhealthllc.com

19. HELP INFORMATION

- Text HELP for assistance
- Text STOP to cancel
- For support: 251.635.4541

By opting in to receive text messages, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.