BetterBalanced

SMS Terms & Conditions

BetterBalanced Effective Date: August 2023 Last Updated: 11/01/2026

These SMS Terms & Conditions ("Terms") govern your participation in the text messaging program offered by BetterBalanced. By opting in to receive text messages from us, you agree to these Terms and to our Privacy Policy.

1. Program Description

BetterBalanced offers a text messaging program to help you stay informed and connected with your care. By opting in, you may receive:

- Appointment confirmations, reminders, and rescheduling notices
- Follow-up and care-coordination messages
- Notices that a form, lab result, or document is available in our secure patient portal
- Billing and payment reminders
- Clinic updates, such as closures, schedule changes, or new locations
- Wellness tips, promotions, and special offers

2. Consent and Opt-In

You may opt in to receive text messages by:

- Providing your mobile number on a patient intake form or message us through our website and check the box agreeing to receive text messages
- Signing up through our website at Betterbalanced.com

Consent to receive text messages is **not required** to receive care or make a purchase from us.

By opting in, you confirm that you are the account holder or authorized user of the mobile number provided and that you are at least 18 years old (or the parent or legal guardian of the patient).

3. Message Frequency

Message frequency varies based on your appointments, care needs, and the preferences you select. Appointment-related messages are typically sent around scheduled visits. If you opted in to marketing messages, you can expect no greater than 2 messages per month.

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4. Message and Data Rates

Message and data rates may apply. Charges depend on your mobile carrier and plan. BetterBalanced does not charge for the text messaging program, but you are responsible for any fees your carrier charges.

5. How to Opt Out

You may cancel the SMS program at any time. To stop receiving text messages, reply **STOP** to any message we send. You may also contact us at 602-428-1198 or info@betterbalanced.com. After you send STOP, you will receive one final message confirming that you have been unsubscribed. You will not receive further text messages unless you opt in again.

Opting out of text messages will not affect your ability to receive care. We may continue to contact you by phone, email, mail, or through our patient portal as needed for your treatment, billing, and clinic operations.

If you have opted in to more than one type of message, replying STOP will opt you out of all text messages from us unless we tell you otherwise.

6. Help

For help, reply **HELP** to any message, or contact us at:

- Phone: 602-428-1198
- Email: info@betterbalanced.com

Response times are typically 2-3 business days.

7. Supported Carriers

Our text messaging program is available on most major U.S. carriers. Carriers are not liable for delayed or undelivered messages. We cannot guarantee that every message will be delivered, and delivery may depend on your carrier's network and your device's settings.

8. Privacy and Protection of Health Information

Your privacy matters to us. Please note:

- **Text messaging is not a secure method of communication.** Messages may be viewed by others who have access to your phone, and can be intercepted or delayed.

- We will limit the health information included in text messages. Our texts generally will not include diagnoses, test results, or other sensitive details. For those, we will direct you to our secure patient portal or contact you by phone.
- Please do not use text messaging to share sensitive health information or to request urgent care.
- **Mobile information and opt-in data will not be shared with third parties or affiliates for their own marketing or promotional purposes.** We may share information with service providers that help us deliver text messages on our behalf, subject to confidentiality obligations.
- We handle protected health information in accordance with applicable law, including HIPAA. See our Privacy Policy for details.

You are responsible for keeping your phone secure and for notifying us promptly if your mobile number changes or if you lose access to your phone, so that we do not send messages to someone else.

9. Not for Emergencies

Text messages are not monitored for emergencies or urgent medical concerns. If you are experiencing a medical emergency, call 911 or go to the nearest emergency room. For non-urgent clinical questions, call us at 602-428-1198 during business hours.

10. Your Responsibilities

You agree to:

- Provide accurate and current contact information
- Notify us if your mobile number changes or you no longer own the number
- Not use the program for any unlawful, abusive, or fraudulent purpose

11. Changes to the Program or These Terms

We may modify or discontinue the text messaging program, or update these Terms, at any time. We will post the updated Terms at BetterBalanced.com and update the "Last Updated" date above. Where required by law, we will notify you of material changes. Your continued participation after changes take effect means you accept the updated Terms.

12. Disclaimer and Limitation of Liability

The text messaging program is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, BetterBalanced is not liable for delays, failures, or errors in message

delivery, or for any damages arising from your participation in the program. Text messages are intended to supplement, not replace, professional medical advice, diagnosis, or treatment.

13. Governing Law

These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-law principles. **Resolving disputes about text messages.** If we have a dispute about the text messaging program that we cannot resolve informally within 30 days, you and Betterbalanced agree to resolve it by binding arbitration on an individual basis, not in court before a judge or jury, and not as part of a class action. Arbitration will be held in Maricopa County, Arizona, or remotely if you prefer. Either of us may use small claims court for qualifying claims, and you may file complaints with government agencies. **This does not apply to any claim about your medical care or treatment, including malpractice.** You may opt out within 30 days by writing to info@betterbalanced.com. Arbitration is governed by the Federal Arbitration Act and the Arizona Revised Uniform Arbitration Act.

14. Contact Us

BetterBalanced 5040 E Shea Blvd, #261, Scottsdale, Arizona Phone: 602-428-1198
Email: info@betterbalanced.com Website: Betterbalanced.com