

**VIVA WELLNESS & INJURY, LLC – TEXT MESSAGING PROGRAM**  
**PRIVACY POLICY / TERMS & CONDITIONS**

Viva Wellness & Injury, LLC. (**VWI**) offers a text messaging program to communicate with patients on topics relevant to their relationship with **VWI**. For example, you may receive updates related to your visits, account, billing notifications, prescription reminders and care management. Messaging frequency may vary.

By texting START to 407-350-5075, you agree to participate in **VWI**'s Text Message Program, and acknowledge that you understand the risks associated with sending and receiving protected health information via SMS/MMS text messages, including but not limited to the risk that text messages exchanged between you and **VWI** could be viewed by an unauthorized third party. Your consent to receive SMS text messages from **VWI** is not a condition of any treatment provided by **VWI**, and you can opt out of receiving text messages from **VWI** at any time by texting STOP to 407-350-5075.

Your wireless carrier's message and data rates may apply to SMS correspondence. **VWI** does not charge for any text message content that is sent to you; however, downloadable content may incur additional charges from your wireless carrier. You are solely responsible for any fees, including web access and/or data or text message charges that may be billed by your wireless carrier based on your individual plan. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier. Message frequency may vary.

**VWI** will not be liable for any delays or failures in your receipt of any SMS messages, as delivery is subject to effective transmission from your network operator and processing by your mobile device. Additionally, **VWI** is not responsible for any direct or indirect damages arising from the use of SMS messages. SMS message services are provided on an as is, as available basis.

**Data Obtained**

Data obtained from you in connection with **VWI**'s Text Message Program may include your mobile phone number, your carrier's name, the date, time, and content of your messages and other information that you may provide. **VWI** only collects the data necessary to keep in compliance with any local and/or federal regulations, **VWI** does not otherwise utilize this data. **VWI** does not share this data with third parties

Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies.

**Participating Carriers**

Please be aware that compatibility with carriers is subject to change and may vary over time. While we strive to keep our list of participating carriers updated, **VWI** does not guarantee that the Text Message Program will be compatible with all mobile devices or mobile carriers. **VWI** is not liable for any delays, failures, or other damage resulting from carrier services or incompatibility.

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from **VWI** and to **VWI** from you. Message frequency may vary.

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**Join Text Alerts, Questions, Cancel Alerts**

Text START to 407-350-5075 to join **VWI**'s Text Message Program. When you opt-in to the service, we will send you a message to confirm your signup.

If you have any questions, call us at 407-350-5075. You can also text the word HELP to 407-350-5075 to get additional information about the service. After you send the message "HELP" to us, we will respond with instructions on how to use the Text Message Program as well as how to unsubscribe.

You can cancel this service at any time. To opt-out, text STOP to 407-350-5075. Message and data rates may apply. After you send the message "STOP" to us, we will send you a reply message to confirm that you have unsubscribed. After this, you will no longer receive text messages from us. You may re-enroll in the Program and receive text messages from us at any time by texting START to 407-350-5075.

You represent that you are the subscriber for or authorized user of the mobile telephone number that you provided to **VWI** and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier.

**Resolving Disputes**

In the event that there is a dispute between you and **VWI** relating to **VWI** text messaging communications or arising out of any matter, such dispute will be resolved in the jurisdiction and applicable laws of Florida State, Orange County.

**Limitation of Liability and Disclaimer**

**VWI** 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, **VWI** 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. **VWI** 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.

**Contact Information**

If you have any questions or concerns about these Terms and Conditions you may contact **VWI**'s **Compliance Officer; Brandon Sellers**, by calling 407-350-5075, emailing brandon@myvwi.com, or via mail Attn: Compliance Officer, 7780 Lake Underhill Road, Suite 109, Orlando, FL 32822.